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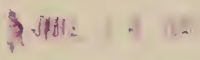

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December 1, 1918

The American Red Cross

Department of Civilian Relief
Washington, D. C.

Handbook of Information and Instructions for Home Service Sections

December, 1918

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MEMORANDUM:

1. Mr. Bonsall of the American Red Cross has, at the request of the Surgeon General, furnished a limited number of copies of a Handbook of Information and Instructions for Home Service Schedule American Red Cross. These are distributed for reference to the divisions of this office. Revision sheets will be issued from time to time and sent to the Executive Officer, by whom they will be distributed. It is directed that care be taken to substitute the revision sheets as soon as received, in order that the book may be kept up to date.

C. R. Darnall,
Colonel, Medical Corps,
Executive Officer.

Introductory Statement

1. *Giving Information to Families of Soldiers and Sailors Is a Part of Home Service* as really as giving them aid when sick or in want. This information service should constitute a prominent part of the work of the home service section of each Chapter.

Every soldier's or sailor's family and every man discharged from military or naval service needs information about the War Risk Insurance Law and other legislation or regulations for the benefit of soldiers and sailors and their relatives; about how to keep Government insurance from lapsing; when compensation is due and how to file a claim therefor; how to apply for arrears of pay; when the benefits of the Civil Relief Act expire, etc., etc. This Handbook is published to facilitate the conduct of this information service and to assure the prompt and accurate statement of the information desired by the families of our fighting men.

Each home service section has in this work a twofold opportunity.

First, to save untold anxiety and suffering. Sympathetic, prompt, and accurate information, quieting fears, relieving anxiety, and encouraging self-help, will serve materially to maintain the comfort and health of these families, who have spared their breadwinners and protectors to the service of their country, and thereby also to sustain the *morale* of the fighting men themselves.

Second, the giving of such information will be the most natural means to establish acquaintance and confidence between the home service worker and the family, and thus to discover opportunities for other service. (See A R C 201, second edition, pp. 5–26.)

Too much emphasis cannot be placed on the statement that information must be absolutely correct and clear and that it must be given with directness but graciousness. Under no circumstances should impatience be shown, however unusual the question or the manner of asking may be. It should be remembered that these inquirers bring to the home service section questions and difficulties of momentous importance to them. They will often be diffident or uncertain of the reception they are to receive. They may be embarrassed by the necessity of revealing personal feelings. They are certain to be favorably impressed by sympathy and serious attention, and thereby persuaded

to ask fully and freely for the help they may need. So the information is not more important than the manner in which it is given.

This information service, therefore, should be in the hands of members of the home service section who have poise, discretion, and sympathy; and preferably of those who have done other home service work, and so know, themselves, the real experiences of the families of soldiers and sailors.

In most cases the information service can be incorporated into the present work of the home service staff, but if additional workers are needed they should be attached to the home service staff, and the information service should be made an integral part of home service. It would be most unfortunate for two unrelated groups to be dealing with the same families in essential home service work.

The home service workers in charge of the information service should be easily accessible at a well-known address, at stated hours, and in suitable office quarters. A room, or more than one, should be provided for private interviews.

2. *How to Organize the Information Service.* The following suggestions may be helpful in organizing this information service in the home service sections:

This Handbook is not intended to take the place of the Home Service Manual and a copy of the latter is an indispensable part of the information equipment of the section, which should include also the other publications of the Department of Civilian Relief.

A directory of local social agencies should be always at hand. If one is not printed, it may be easily compiled on index cards. All the local community resources should be used, as may be appropriate. It will be necessary sometimes to secure special information from original sources. These occasions will suggest themselves.

Some Chapters have thought it desirable to prepare a card index of the men enlisted or selected from their districts. Such a list cannot be secured from the War Department. (See paragraphs 24–26.) If such a list is prepared, each card should give the man's name, the military or naval organization in which he is serving, the cantonment or camp to which he has been assigned, his serial number, his allotment number when available, his marital condition, and the number and relationship of persons who are dependent upon him for support.

When such a list is kept, it is highly desirable, during the period of demobilization, to add to it the date of discharge, the date of return to his home, and a statement concerning any disability incurred in service.

When answers to inquiries must be deferred until information can be secured, a follow-up or suspense file will prove helpful and will serve to avoid delay or neglect.

In all cases where it is appropriate for a home service section to prosecute inquiries on behalf of the families of enlisted men (see paragraphs 269 to 277), or where they themselves desire information, they should communicate with their Division Office.

Division Directors of Civilian Relief are immediately informed of all developments in connection with Governmental matters which bear on home service, but if they are not possessed of the information which the home service section desires they will promptly send a request for it to the National Headquarters.

Wherever the quantity of information service rendered is sufficient to justify it, it will be found advisable to select one member of the home service section who will specialize in information service to the exclusion of other duties. The mass of information issued to home service sections is growing so rapidly and the responsibility for giving accurate advice is so great that the services of such a person at the larger home service sections has become a necessity. It is desirable, but not essential, that this person shall have had legal training. It is essential that he be imbued with home service ideals and point of view. He should make a special study of all of the information in this Handbook and should assume primary responsibility for keeping himself familiar with the latest changes therein. Other members of the staff may then turn to the person in charge of information service when in doubt on any point of information.

3. *Bureau of War Risk Insurance Desires Such Help.* It is of great importance that all relatives of soldiers and sailors should fully understand the federal law relating to family allowances, allotments, compensation for injury and death, and insurance. Accordingly, the Department of Civilian Relief early in October, 1917, urged upon home service sections that this matter be given thorough attention. One of the main purposes of this Handbook is to help the sections to answer questions about the provisions of this law.

That the help of the home service sections is appreciated and desired is made evident by a letter dated December 27, 1917, written by William C. DeLanoy, Esq., as Director of the Bureau of War Risk Insurance, from which the following paragraphs may be quoted:

I am informed that under your leadership there has been established a home service section in all of the Red Cross Chapters throughout the country. This home

service appears to be admirably adapted to fill an existing need as a conveyor of information and advice to the dependents of the American soldiers and sailors respecting the operation of the Act of October 6, 1917.

Nothing could be more essential to the maintenance of the *morale* of our fighting forces than the belief by the soldiers and sailors that their dependents are being cared for. To accomplish this it is necessary, not only that the men in the Army and Navy receive full information, but also that dependent wives, mothers, parents, and children be apprised of their rights and the means of securing them.

In disseminating this information and giving such advice no organization that I know of has greater potentiality for service than the American Red Cross. May we count upon your cooperation?

It is hoped that home service sections will, without fail, give the most earnest and effective attention to this important opportunity for invaluable service. This opportunity will increase rather than diminish during the period of demobilization, when for lack of accurate information many men discharged from military service may allow their Government insurance to lapse or permit themselves to become the prey of unscrupulous claim agents.

4. *Plan of this Handbook.* Chapter II of this Handbook is devoted to a statement of the provisions of the War Risk Insurance Act. *It is unsafe to rely entirely upon memory in answering many of the complex questions which arise in reference to this law. The entire Handbook, and particularly this chapter, is intended as a book of reference to be consulted as each particular case presents itself.* Thus if the information requested involves the question of 'When allowances commence', the paragraph on this subject should be located and reread before the information is given.

In addition there will be found information on such related subjects as allotments of pay by officers and enlisted men through the War or Navy Department, the pay, allowances, allotments, and compensation of soldiers in the armies of the Allies of the United States, and instructions as to where, when, and how to write for information.

The Handbook also tells how to verify enlistments, how to send mail to soldiers and sailors, and how and when to take advantage of the benefits of the Soldiers' and Sailors' Civil Relief Act. In the Appendix will be found tabulated information, directories, and sample forms which it is believed will be useful for ready reference and also the complete texts of the War Risk Insurance Act as revised by amendments approved June 25, 1918, and of the Soldiers' and Sailors' Civil Relief Act.

The material contained in the Handbook has been divided into chapters, in addition to the Appendix, and arranged in numbered

paragraphs. A Table of Contents giving paragraph topics precedes the text, and a topical index will be found just following the Appendix. The references in the Table of Contents and in the topical index are to paragraph numbers and not to pages. Cross references have been generously used throughout the text.

5. *Changes.* To facilitate the frequent changes in the text of this Handbook, which will become necessary by reason of changes in legislation, Government regulations, or home service instructions, the Handbook has been printed on loose leaves. When it becomes necessary to change or add to any of the information in this volume, new pages will be issued by the Department of Civilian Relief containing such changed or additional information and indicating where the new pages are to be inserted. When new pages supplant the former ones, the former ones should be removed from the book and destroyed. Additional pages which do not supplant former ones will bear a letter following the page number (as 27a, 27b, 27c, etc.) and should be inserted at the appropriate place (for instance, following page 27).

Occasionally new pages of the table of contents and index will be issued so as to keep these very necessary parts of the Handbook up-to-date. It is *not* intended to reprint pages of the index and table of contents *every time* a new page of the Handbook is printed. When the resulting changes in the index and table of contents are slight, directions will be given, on the page supplied, for making temporary entries on the margin of the index and table of contents, for example, "Index under 'Insurance' and 'Compensation'; add new paragraph heading to table of contents."

From time to time a colored page will be issued bearing a list of all changes in the Handbook up to the date of issuing such page. This page should be placed at the extreme rear of the book following the index. It will indicate to each user of the Handbook whether the book he is using has had the latest changes inserted in it. Field supervisors will examine volumes of the Handbook in use at home service sections to make sure that these volumes are being kept up-to-date.

6. *Circular Letters Discontinued.* Examination has been made of circular letters issued by Division Directors of Civilian Relief to home service sections. Attempt has been made to include in this edition of the Handbook all material of permanent value contained in these circular letters. All such circular letters received by home service sections may now be discarded. In the future no circular letters will be issued by Division Directors of Civilian Relief. All informa-

tion and instructions of *permanent* value will now be issued as new leaves to this Handbook. If suggested instructions originate with a Division Director of Civilian Relief, they will either be submitted to National Headquarters for issuance to all Divisions or will be printed by the Division Director as a supplement to the Handbook for distribution only in that particular Division. If such 'local' supplements are issued, they will be printed on colored paper and will be added at the end of the book following the index. Except for such 'local' supplements there will be no supplements to be added at the end of this Handbook as heretofore. The thirty-two supplements to the first edition have been incorporated in the text of this edition at the appropriate places.

7. *Sources of Information.* This Handbook does not pretend to contain all the information that will be needed by home service workers with respect to the subjects included, nor is it possible to anticipate all the questions that will arise concerning them. Though the greatest care has been observed in compilation, it is probable that there are errors and omissions, and that some of the statements made may become obsolete by changing orders and regulations.

The Director General of Civilian Relief will welcome and appreciate corrections and suggestions for improvement of this Handbook.

In preparing this information for home service sections, material has been used freely from other publications of the Red Cross and from Governmental bulletins. For unhesitating cooperation in furnishing information regarding their special fields, grateful acknowledgment is hereby made to the offices of the Quartermaster General, the Judge Advocate General, Provost Marshal General, and the Adjutant General of the United States Army, to the Bureau of Navigation of the Navy Department, to the Bureau of War Risk Insurance of the Treasury Department, to the Committee on Public Information, and to all others who have generously given information or otherwise assisted in the preparation of the Handbook. Special mention should be made of the assistance of Mr. Lewis E. Stein, the Registrar of the Department of Civilian Relief, who compiled the information for the first edition of the Handbook, and of the services of the members of the Staff in the Bureau of Information Service at National Headquarters who under the direction of Mr. Clarence King, Director of the Bureau, have made the present revision.

W. Frank Persons
Director General,
Department of Civilian Relief

Chapter I

What a Home Service Worker Should Know About the Army and Navy

10. *Composition of the Army and Navy of the United States.* Up to July, 1918, the United States Army was made up of the Regular Army, the federalized National Guard, the National Army, United States Guards, Reserves, and special branches. On July 31, 1918, it was officially announced that the lines of distinction between the Regular Army, federalized National Guard, and National Army had been done away with, and that these branches had been unified into one co-ordinate force, to be known as the United States Army.

11. The United States Navy is made up of the Regular Navy, the Naval Reserves, the Naval Militia, Marine Corps, Coast Guard, and National Naval Volunteers.

12. *Selective Service Act.* The forces raised under this Act constituted the largest part of the fighting forces of the United States in the present war. The forces so raised were for the most part composed of young men and were representative of our entire citizenship, because of the manner of selection.

13. Under the Act of May 18, 1917, the men who were subject to call were those within the ages of twenty-one and thirty years inclusive. On June 5, 1917, more than nine and one-half million men, within the ages stated, registered throughout the nation for military service; on June 5, 1918, 719,500 men, who, since June 5, 1917, and on or before June 5, 1918, had attained the age of twenty-one years, were registered, and on August 24, 1918, about 150,000 men were registered, who had become twenty-one years of age since June 5, 1918.

14. Under the Act of August 31, 1918, the age limits for compulsory military service were extended so as to include men between the ages of eighteen and forty-five, and on September 12, 1918, nearly 13,000,000 men within those ages, who had not previously registered, registered for military service. By order of the Provost Marshal General, the men who registered under the Act of August 31, 1918, were divided into two classes—those within the ages of nineteen and twenty years

and within the ages of thirty-one to thirty-six years inclusive, being put in one group to be classified and called first, and those not yet nineteen years of age and those within the ages of thirty-seven to forty-five years inclusive, being put into another group to be classified and called later.

15. The local registration boards gave a number to each man registered. These numbers were transmitted to the office of the Provost Marshal General at Washington. Numbered slips of paper representing the number of men enrolled in the largest local area were placed by him in a lottery on July 20, 1917, June 27, 1918, and September 30, 1918. The order in which each man in every local area was to be called for examination was determined according to the original plan by drawing these numbers from the lottery and listing them in the order drawn. The men selected for the first quota were brought before local boards for examination, and if not exempted were called into the service.

16. But this plan of determining the order in which the men were to be called was later changed. The Provost Marshal General ordered that the remaining men registered for the selective draft should be called as needed, in the order of five classes, based upon family and business conditions, and other pertinent facts, the numbers drawn determining the order of call within each group.

17. *Reclamation of Registrants Rejected for Physical Reasons.* In one large city, which is perhaps typical, twenty-nine per cent of all the young men of military age were rejected on medical examination on account of physical defects or incipient or established diseases of various kinds. Many of these defects are remediable. To cure these men means, in the first place, the reclamation of men needed for military service. In the second place, it means an important social by-product of the war in the definite improvement of the health of a very large number of young men in civilian life. Certain classes of men unqualified for full military service have been accepted for special or limited service in spite of their defects, and assigned to work commensurate with their physical condition, where they could be kept under observation and treatment until they were well. Others were entirely rejected and remained beyond military control. To a large extent, the future of such men must lie in their own hands and the chief force for their reclamation will be that of educational influence and sympathetic advice.

18. The United States Public Health Service has issued a circular of 'Information for Guidance and Assistance of Registrants Disqualified for Active Military Service because of Physical Defects,' which is being distributed as widely as possible throughout the country. The pamphlet sets forth the more usual physical causes of rejection of men, with suggestions as to the courses to be pursued in each case, urging particularly proper medical and dental attention, and general physical upbuilding. Copies may be obtained from Division Directors of Civilian Relief.

19. *Terms 'Discharged,' 'Rejected,' and 'Active Service' as Used by the War Department.* A drafted man is in constructive military service and subject to the Articles of War as soon as the time arrives at which he is ordered by his local draft board to report at the point of mobilization. A drafted man who reports for military service at the point of mobilization pursuant to the order of the local draft board is in actual active service from the time he so reports. His pay as a soldier begins at that time and continues until he is discharged from the service. The only method by which a man who is in constructive or actual military service as just defined can be gotten out of the service is by discharge, whether it be before or after his physical examination at camp. A man can only be rejected by his local draft board. 'Active service' means service in the Army, not in retirement or in the reserve.

20. *Students' Army Training Corps.* In the fall of 1918 the Students' Army Training Corps was established for the purpose of utilizing the teaching personnel and physical equipment of our educational institutions in training our new armies and particularly in the training of officer candidates and technical experts. This training was arranged for in about 550 institutions. After the student had been registered by his local draft board and had entered in the regular way one of the designated institutions chosen by himself, he was voluntarily inducted into the corps, thereby becoming a private in active service with the pay and uniform of a private and all of the rights under the War Risk Insurance Act of a soldier in active service. He was housed and fed at Government expense.

21. It was planned to transfer members of the Corps from institutions every three months in age groups, twenty-year-old men going first, the nineteen-year-old men going next, and the eighteen-year-old men going last, the periods of their transfer corresponding roughly to the periods at which men of these ages would be called under the

Selective Service Act. The places of those men transferred were to be taken by new inductions.

22. At certain designated institutions a limited number of registrants might upon request be inducted into the Navy or Marine Corps. Such men wore naval uniforms, and paid their own expenses individually from an allowance made to them by the Navy Department.

23. Directions were sent on November 26, 1918, to Commanding Officers of all units of the Students' Army Training Corps to demobilize and discharge the men of the Corps commencing the week of December 1, with a view to completion of discharges by December 21.

24. *Lists of Enlisted Men.* A list of the men who have enlisted or have been selected from a given state, county or town would probably be of great use to a Home Service Section, especially in verifying enlistments. The lists, however, cannot be obtained from the Adjutant-General in whose office the names of men in the Army are recorded, or from the Bureau of Navigation which has a record of those who serve in the Navy.

25. Enlistment papers of each man in the Army are filed alphabetically in a dictionary file, irrespective of the home address of the man or the date of his enlistment. The same is true of the papers of the enlisted personnel of the Navy. To ascertain who have enlisted from a given county it would be necessary to examine the papers of every man in the Army or Navy, which the War and Navy Departments properly decline to do. The greater portion of families known to Home Service Sections will be those of selected men. [When a Home Service Section believes that a list of those certified for service from the registration districts within its jurisdiction would be valuable, it may be able to secure the names from the local registration boards. In November, 1918, however, all draft records were closed by order of the Provost Marshal General and ordered sent to Washington. If a draft board still has records which a Home Service Section wishes to examine, application may be made to the draft board, which should forward same to the Provost Marshal General for issuance of permit to examine the records. Records of draft boards, except those as to physical fitness and dependency, are public records.] Therefore, Home Service Sections may, if they desire, compile from such records, at their own expense, lists of the names and addresses of men who have been called under the Selective Service Act. If such a list is compiled, it should contain not only each man's name, but also the organization to which he was assigned, and the cantonment to which he has been sent. This information should be extended later

to include at least the following facts: Date of discharge, date of return home, nature of disability, if any, incurred in the service, and in such cases whether compensation or vocational training has been secured.

26. There may be danger in a house-to-house canvass of a town or neighborhood to collect the information for such a list of names. Such visits may be resented, very properly, by those who do not fully understand their purpose. Home service must never become, or be suspected of being, offensive or intrusive (see A R C 201, second edition, page 9). The sending of a questionnaire to men in camp for the purpose of obtaining the above information has been forbidden.

27. *Obtaining Information from Army Hospitals for Presentation to Bureau of War Risk Insurance.* When any information from army hospitals or other similar institutions is desired by Red Cross representatives for presentation to the Bureau of War Risk Insurance, it should be obtained by application to the commanding officer of the hospital or other institution, and he, or some officer under his direction, should procure the information, whether it be records or affidavits, and should forward such information through the Adjutant General's office to the Bureau of War Risk Insurance. Such commanding officer is not allowed to give such documentary information to a Red Cross representative or directly to the Bureau of War Risk Insurance.

28. *Serial Numbers for Enlisted Men.* In order to insure prompt and accurate identification, the War Department has adopted a system of numbering enlisted men of the Army only (this does not include officers), which system provides for but one series of numbers, without alphabetical prefix, for all enlisted men in, or who may enter, the Army, regardless of organization, army corps or department. Numbering begins with one and continues consecutively without limit. Consecutive numbers are not given men of the same surname. The number assigned to a soldier becomes a part of his official designation, will never be changed, and will never be assigned to another soldier. It is entered on identification tags and is entered plainly on all individual records of the soldier, and is used in connection with the soldier's name in rolls, reports, and returns in which his name appears. The proper designation of this 'number' is the 'Army Serial Number'.

29. *Mail to Enlisted Men.* Beginning July 1, 1918, delivery of mail to members of the American Expeditionary Forces was handled by the War Department, officers and enlisted men who had had experience in

handling mail before entering the service being put in charge. This change was made because the location of certain detachments of the United States forces abroad could not for military reasons be disclosed to civilian employees of the Post Office Department. A complete postal system, corresponding to that in the United States, was put in operation in France with a central post office and three postal districts. Branches of the post office were established at numerous points, and mobile post offices were established right at the front and moved with the divisions to which they were attached. The commanding officer of each company or military establishment detailed a mail orderly, who was required to keep an accurate record of the officers and men attached to each unit, and a record of changes of addresses. When a man was sick or wounded and the orderly had no record of his whereabouts, mail for him endorsed 'sick' or 'wounded' was sent to the central post office, which was furnished by all the hospitals with the names of all those under treatment, together with their units. The central office is in touch with the Central Record Division of the Adjutant General's office abroad, where is kept a card index record up to date of the whereabouts of every man in the service, to which the postal authorities have access.

30. In August, 1918, it was estimated that a million letters a day arrived in France for members of the American Expeditionary Forces, and that about a third as many more were mailed in France to American soldiers. It was stated that ordinary mail going to or from members of the Expeditionary Forces should reach its destination within three weeks. Many causes of delay have been removed. In the first place, the military postal authorities in France are furnished with complete information as to the location of troops, and all changes of mobile post offices are flashed in code to mail distributing points. These changes, together with more thorough organization of the military mail service in France, promise to do much to prevent such delays in the mail service as occurred during the early months of our participation in the war.

31. There are still some causes of delay which cannot be removed by the military postal authorities. In the first place, a very considerable number of letters are improperly or inadequately addressed. Unavoidable delays occurred during periods of greatest activity and secret movement of troops. Such delays had to be accepted as one of the necessary hardships of war. Censoring of mail also caused slight delay, but usually the delay from this cause was not great.

32. Mail addressed to a member of the Expeditionary Forces should bear the man's full name and complete designation of the Division, Regiment, Company or other organization to which he belongs without abbreviations. In the upper left-hand corner of the envelope should be placed the usual form of return request, with the name and address of the sender. Postage on such letters should be fully prepaid at the rate of three cents an ounce or fraction thereof.

33. The correct manner of addressing a letter to a man in the Expeditionary Forces is as follows:

Return to Mrs. J. T. Doe
10 S. Street
Washington, D.C.

Stamp

Private John Thomas Doe,
Company D,
325th Infantry,
American Expeditionary Force.

[If a soldier's organization has been ordered home, but the soldier is held in France as one of a group to settle accounts, claims, etc., against the organization, his mail should be addressed as above, but in the lower left-hand corner should be placed the notation, "Man remaining in France. Please forward."]

34. [*Foreign Postage Rate.* Since November 11, 1918, officers and enlisted men have furnished correspondents in this country with the name of the city or town in which they are stationed. Letters addressed to the men at these addresses come automatically under the foreign postal regulations and require foreign postage at the foreign postage rate of five cents for the first ounce and three cents for each additional ounce or fraction thereof. Such letters on which postage has not been fully prepaid will be returned to the senders. If the same do not bear a return address, they will be returned to the Dead Letter Office. The three-cent rate of postage still holds good, however, on mail addressed to the men in care of their units, as shown in par. 33.]
(*Index under "Mail to Enlisted Men"; add heading to Table of Contents.*)

35. Money and valuables will not be accepted for transmission to the Expeditionary Forces by registered mail. Important papers which can be duplicated if lost may be accepted for registration, but indemnity will not be paid for lost registered mail. For the forwarding of money, money orders, payable at the United States postal agency, or its branches, in Europe, should be procured. These will be sold at domestic rates under regulations prescribed by the Post Office Department. Parcels of fourth-class mail, or domestic parcel post matter to the American forces in Europe must not exceed seven pounds in weight, and postage thereon must be prepaid at twelve cents a pound or fraction thereof.

[Effective April 14, 1919, shipments will *not* be limited to articles requested by the individual to whom they are to be shipped.]

36. Mail intended for a soldier stationed at one of the military cantonments in the United States should bear the full name of the soldier, the official designation of the organization to which the man belongs, and the name of the camp and state.

37. When the organization to which the soldier is assigned is unknown to the writer the letter may be addressed as follows:

Return to Mrs. J. T. Doe
2027 19th Street,
Washington, D.C.

Stamp

Private John Thomas Doe, U.S. Army,
c/o Adjutant-General, U.S. Army,
War Department,
Washington, D.C.

If the man is believed to be in this country, and the organization to which he is assigned is known but the location is not, the name of the organization should also be included in the above address.

38. A sailor should be addressed by naming the ship or station to which he is assigned, in care of the Postmaster, New York City, as follows:

Return to Mrs. R. H. Roe
711 15th Street
Washington, D. C.

Stamp

Richard Henry Roe, Seaman,
Second Class, U. S. Navy,
U. S. S. Alabama,
Care Postmaster, New York.

Or the address might read:

Richard Henry Roe, Coxswain,
U. S. Naval Reserve Force,
U. S. Air Station, Bristol,
Care Postmaster, New York.

Or: Richard Henry Roe, Machinist's Mate,
Second Class, U. S. Naval Base 8,
Care Postmaster, New York.

In case of a naval base, only the number not the name, should be given.

39. When the ship or station to which a sailor is assigned is unknown to the writer the letter may be addressed as follows:

Return to Mrs. R. H. Roe
711 15th Street
Washington, D. C.

Stamp

Richard Henry Roe, Seaman,
Second Class, U. S. Navy,
U. S. Naval Headquarters, London,
Care Postmaster, New York.

40. This practice should be discouraged as it tends to delay the transmission of the mail. Applicants should be advised to ask their relatives in the service to keep them informed of their welfare and of the name of the ship on which serving.

41. War Department notices that a man is wounded include a statement of the hospital where he is. If he is in a base hospital, the family in writing to him should use his full military address and the number of the hospital. If he is in any other than a base hospital, only his military address should be used, since his stay in such a hospital will not be long enough for letters to reach him there, and letters with the proper military address as described in paragraph 33 will be forwarded to him.

42. *Address of an Enlisted Man.* If a man is known to be in the Army, but the organization to which he is attached is unknown and it is simply desired to ascertain his organization, a request for this information by a relative (preferably the one at the emergency address), and by no one else, addressed to the Adjutant General, U. S. Army, War Department, Washington, D. C., will bring the information. If possible, the date and place of enlistment should be given in the letter to the Adjutant General. (See par. 240.)

43. If a man has been drafted and the Adjutant General, U. S. A., reports that he has no record of the man, then it may be assumed that a report concerning him has not reached the War Department at Washington. In such a case the Adjutant General *of the state* in which is situated the city from which the man was drafted, will furnish the name of the camp or cantonment to which the men from that particular city were sent. A request addressed to the commanding officer of that camp will bring the desired information. A separate letter should be written in each case. To include requests for information concerning two or more men in one letter only causes delay. (For cantonments see Appendix, pars. 601 and 602.)

44. If the man is in the Navy, Naval Reserves, Naval Militia, National Naval Volunteers, or in the Coast Guard Service, the inquiry should be addressed to the Bureau of Navigation, Navy Department, Washington, D. C., and reply will be expedited if the applicant will state to which branch of the service the man belongs.

45. In case of a marine, inquiry should be addressed to the Marine Corps Headquarters, Washington, D. C.

46. *Substitution of the Real Name for an Assumed Name.* In efforts to secure verification of service it has been discovered that a large number

of men have enlisted under false names. In response to a request for information as to the procedure to be followed for the restoration of proper name the Adjutant-General of the Army states that:

The rules of the War Department require in the case of a man who is serving in the Army under an assumed name, and who desires to be borne on the records under his correct name, that the soldier submit an application through military channels, for the desired change of record, accompanying the application with his sworn statement setting forth his alleged correct name and giving his reasons for enlisting under an assumed name. He should also submit at the same time the duly executed affidavits of his parents relative to his correct name and the affidavits of at least two persons, not relatives of the soldier, to the same effect. If there is a public record, either birth or baptismal, showing the name, a certified copy of, or transcript from, such record should be obtained and forwarded.

47. In the matter of the restoration of a proper name where a man has enlisted in the Navy under a false name, the Bureau of Navigation, Navy Department, states:

An enlisted man serving in the Navy under an assumed name and who wishes a correction of the records must submit his request through official channels and forward therewith the affidavits of his parents, both if living, setting forth his true name and testifying that the man named in the affidavit is their son and is identical with the man in the Navy. If parents are dead, the applicant should accompany his request with a birth certificate and affidavits of reputable persons setting forth that they know from their own knowledge that the man named in the birth certificate is identical with the man in the service whose correction of record is desired.

48. *Welfare Organizations Serving with Army and Navy.* The Commission on Training Camp Activities, appointed by the Secretary of War, has charge of all welfare work in and about, and the promotion of athletic sports and games within, training camps and cantonments. This action was taken in pursuance of certain sections of the Army Bill (H.R. 3545) approved May 18, 1917.

49. In co-operation with the Commission on Training Camp Activities, the Young Men's Christian Association, the Knights of Columbus, the Salvation Army, and the Jewish Board for Welfare Work have erected buildings in the army camps throughout the country and are carrying out a vast program of recreation, amusement, education, and religious work. These organizations also went with the armies to France, Italy, and Russia, and extended their activities to the very front line trenches.

50. The Young Women's Christian Association has built hostess houses in various army camps to which men may take their women relatives and friends, where they will be in homelike surroundings and

under proper chaperonage. This association is also looking after the welfare in France of nurses, telephone operators, and women munition workers.

51. The American Library Association has provided more than four million books to men in the service. Through this agency both technical books and fiction have been supplied. More than 1,350,000 have been sent overseas, while in America in forty-seven large camps trained librarians are in charge of libraries of thirty to fifty thousand volumes, in special buildings with many branches. The small camps and posts, naval vessels, and merchant marine ships have also been furnished by this organization with collections of books.

52. *Clothing and Equipment for Soldiers and Sailors.* Enlisted men in the Army are provided free with all necessary clothing and equipment.

Upon enlistment a sailor is credited with $100 against which are charged any purchases of clothing. After the exhaustion of this first allowance he must pay for clothing issued to him during the period of service. Each recruit is also provided with transportation to his station.

53. [*Clothing and Equipment to be Retained After Discharge.* The following articles of clothing and equipment may be permanently retained by enlisted men of the Army upon honorable discharge, and the clothing may be worn by them thereafter: 1 oversea cap (for all enlisted men who have had service overseas) or, 1 hat and 1 hat cord (for all other enlisted men); 1 olive drab shirt; 1 woolen service coat and ornaments; 1 pair woolen breeches; 1 pair shoes; 1 pair canvas or spiral leggins (canvas if available); 1 waist belt; 1 slicker; 1 overcoat; 2 suits underwear; 4 pairs stockings; 1 pair gloves; 1 gas mask and helmet (for all officers and enlisted men to whom they were issued overseas); 1 set toilet articles, including 1 hair brush, 1 comb, 1 tooth brush, 1 razor, 1 small steel mirror and 2 towels (if in possession of soldier at time of discharge); 1 barrack bag; 3 scarlet chevrons, to be sewed on uniform prior to discharge when practicable.

Any enlisted man who served in the United States Army during the present war, honorably discharged or furloughed to the Reserve since April 6, 1917, who has restored to the Government any of the above articles, or to whom for any reason they were never issued, may make application for such articles to the Domestic Distribution Branch, office of the Director of Storage, Washington, D.C., whereupon similar clothing and uniform in kind and value, as near as may be, will be

returned to him. The application will state sizes required and will be accompanied by an affidavit made before any civil or military officer authorized to administer oaths, setting forth the soldier's record of service since April 6, 1917, the date and place of his discharge or furlough to the Reserve, and certifying that none of the articles applied for were retained by him at the time of his discharge or furlough to the Reserve, or if retained that they have been restored to the Government. Officers and enlisted men who have returned the gas mask and helmet may make similar application for these articles, and they will be reissued if available.

The articles mentioned above will be kept on hand by each enlisted man furloughed to the Reserve since April 6, 1917, and will be retained by him upon his separation from active service and may be worn thereafter. When worn out these articles may be discarded.

The Act of Congress approved February 28, 1919, provides that any person who served in the United States Army during the present war may wear the uniform after discharge provided that it shall include some distinctive mark to be prescribed by the Secretary of War. The red chevron has been prescribed to be worn by discharged enlisted men as a recognition of duties performed in the service of the country. This is now also designated as the distinctive mark required by the beforementioned Act and will be worn by discharged officers and enlisted men alike. This also applies to discharged officers who accept commissions in the Officers' Reserve Corps, until called to active duty, when the red chevrons will be removed. A chevron will be worn point-up midway between the elbow and shoulder on the left sleeve of the coat and overcoat and on the shirt when worn without the coat. It is unlawful under the National Defense Act for the uniform to be worn by discharged officers or enlisted men without this distinctive mark, and the offender renders himself liable to civil prosecution and punishment by a fine not exceeding $300 or by imprisonment not exceeding six months, or by both such fine or imprisonment. A supply of these chevrons will be kept on hand at all demobilization camps and at all quartermaster salesrooms for sale to honorably discharged officers.

Under this Act of Congress, honorably discharged men of the Navy and the Marine Corps are also entitled to retain one complete suit of outer clothing. All discharged men of the Navy already have their uniforms, so that no question under this Act can arise. Any marine who has been discharged without one complete suit of outer clothing, including an overcoat, may apply for specific articles to the Post Quar-

termaster of the post where he was discharged, giving date of discharge, military sizes of the clothing he desires, and present address.

While the above Act permits the retention of one uniform by each discharged man and the wearing of that uniform as long as it lasts (provided that red chevrons are worn), the discharged man should not continue to wear it in every-day tasks where it is bound to become dirty and slovenly. Above all he should not wear it if engaged in selling any article to the public. (See par. 79c). It should be saved for parades, reunions, and other proper occasions.] (*Index under "Clothing and equipment for soldiers and sailors," add heading to Table of Contents.*)

54. *Special Railroad Fare for Men in Service and When Demobilized.* Realizing that the payment of the full railroad fare meant a serious hardship to our soldiers and sailors who desired to visit their homes before going overseas, it was ordered that soldiers and sailors of the United States forces, when furloughed and traveling at their own expense, should be granted a rate of approximately one cent per mile. This fare is available on delivery to ticket agents of certificates signed by commanding officers.

Since the signing of the armistice arrangements have been made by the Railroad Administration to sell to men at points of discharge railroad coach tickets at two-thirds the regular fare plus normal war tax, to points to which they are entitled to travel pay. (See par. 56.) Regular rates are charged for Pullman or tourist sleeping-car service.

55. *Obtaining Discharges from the Army.* The Red Cross as a patriotic organization and an officially recognized auxiliary of the War and Navy Departments cannot take part in securing the discharge of an enlisted man. The policy of the Department of Civilian Relief is to leave the matter of discharges entirely to the military and naval authorities.

However, at the request of the War Department, the Red Cross has agreed to investigate family circumstances in cases where applica-

tions have been made for discharge on account of dependent relatives, but such investigations are to be made only at the request of commanding officers. Furthermore, the Secretary of War has directed that "all reports and other information received from representatives of the American Red Cross in reference to circumstances of families of enlisted men in the Army seeking discharge on account of dependent relatives shall be considered confidential, and upon no account shall the fact that information was obtained from the Red Cross be disclosed either to the man seeking the discharge or to his relatives." The report of the Home Service Section in such cases should contain as full and accurate a statement as possible of family conditions and resources and the probability of suffering if the man is not discharged, and his habitual contribution to the family expenses before enlistment. The report, however, should not contain any recommendation. It should be marked 'confidential.' [To enable the commanding officer to decide the case properly, the following data should be given :

1. Full name, rank, and organization of enlisted man.
2. Dependents: Name, address, relationship to soldier, physical condition.
3. If soldier is married, give date of marriage.
4. Income: (1) Amount of allotment and allowance. (2) Are they being received regularly? (3) Occupation and earnings of each employed member of soldier's family. (4) Other sources of income; if family own property, state value. (5) Is the income sufficient to meet the needs of the home? If not, how much would be necessary to add to the income in order to meet these needs?
5. Soldier's occupation prior to enlistment, his earnings, and his contribution to the family's support.
6. Special needs or difficulties at the present time that render the soldier's presence desirable.
7. Relatives who might be of assistance.
8. Opportunity for employment open to the soldier should he be discharged; wages.
9. Plans your Home Service Section might make to care for the family, if the man were not discharged.

Since the armistice there has been no relaxation in the Red Cross policy in this matter. An inquiry in December 1918, directed to the Adjutant-General, brought a reply that the War Department does not desire the Red Cross to take action toward securing affidavits (bearing on the question of discharge) for any individual soldier except with the approval of his commanding officer. Soldiers are to be told at camp not to apply to the Red Cross for letters supporting claims for discharge. If the Home Service Section is asked by the relative of an

enlisted man to forward through the Red Cross a statement of facts indicating that the man should be discharged, the request should not be complied with. The relative should be advised that such statements of fact should be sent directly to the man so that he may present them to his commanding officer. The Home Service Section may assist relatives in the preparation of such statements, but in no case should they be written on a Red Cross letterhead nor should any Red Cross representative sign or witness them.

Upon receipt of these statements from the man, his commanding officer may request the Red Cross to investigate, which request should be complied with as heretofore. Home Service Sections should not needlessly disclose the fact that these investigations are being made by the Red Cross.]

During the period of hostilities the regulations of the Army provided that if a man desired to make application for discharge from the United States Army, the application should be addressed to the commanding officer of the military department or of the division to which the man's regiment belonged and sent through his organization commander. (For the names of the departments, the states comprising them, and the location of the headquarters of the commanding officer, see Appendix, par. 600.)

After the signing of the armistice the War Department made provision for discharge of enlisted men by department commanders, commanders of camps not under the jurisdiction of department commanders or of chiefs of bureaus of the War Department, upon application of such men, when there is sickness or other distress in the soldier's family, or when he is needed to resume employment in an industry or occupation in which there is urgent need of his services, provided that such discharge will not disrupt or cripple an existing organization, and that the soldier's services can be spared. Applications for such discharges should be made in each individual case by the soldier himself through his immediate commanding officer. No man who voluntarily enlisted prior to April 1, 1917, will be discharged under these provisions.

When a man is discharged from the Army his connection therewith is absolutely severed whether his discharge be honorable or dishonorable. The Army Regulations do not carry provisions for conditional discharge or recall.

[55A. *Discharges and Furloughs for Men Overseas.* On January 13,

1919, instructions were cabled by the War Department to General Pershing, authorizing him to send to this country, for immediate discharge from the service, any enlisted or drafted man who entered the Service since April 1, 1917, and who submits proof that there is sickness or other distress in his family warranting such discharge.

Such application may be made by the man himself, or by a member of his family, or other interested and responsible person on his behalf, and such request should be accompanied by convincing testimony, such as affidavits from physicians, ministers, or other responsible persons.

Such enlisted or drafted man may also be sent to the United States for furlough when sickness or other distress necessitating the man's presence with his family is clearly indicated.

These instructions state clearly, however, that such discharges or furloughs are to be given only in exceptional cases, and that the condition must be of such a nature that it cannot be relieved by allotments or allowances made under the War Risk Insurance Act.

The above instructions do not change the policy of the Red Cross that it will not intercede with the military authorities to secure the discharge of a soldier. However, since it has been so difficult for relatives to communicate with members of the American Expeditionary Force in order to acquaint them with the changed conditions at home, which suggest the necessity for immediate discharge, Home Service Sections may send through the Bureau of Foreign Correspondence at National Headquarters, in the manner described in paragraph 444, information of this nature which they wish to have forwarded to the soldier. Since the War Department's instructions are to the effect that discharges are to be given only in exceptional cases, Home Service Sections should send through the Bureau only the most urgent cases. (*Index under "Discharges from the Army" and "Furloughs," and add heading to Table of Contents.*)]

56. *Transportation in Case of Discharge from the Army.* [On February 28, 1919, Congress passed an act providing that each enlisted man "honorably discharged" since November 11, 1918, or so discharged in the future shall receive *five cents* per mile from place of discharge "to his actual bona fide home or residence" or to the place of "original muster into the service" at his option. (This includes also enlisted men in the Navy and Marine Corps and duly enrolled reservists honorably released from active service after November 11, 1918.)

Prior to February 28, 1919, all men discharged from the Army for any reason other than punishment for offense were entitled to travel pay at the rate of *three and one-half cents* per mile to the place where they were accepted for enlistment or inducted into the service under the draft or to the home rendezvous if they were in the National Guard. This three and one-half cents rate continues to apply to all such men except those "honorably discharged."

In the case of sea travel on discharge, transportation and subsistence during such sea travel instead of travel pay are furnished the enlisted man.]

57. *Transportation of Soldier Without Funds.* When a soldier on furlough or absent without leave is without means to return to his proper station and reports at a camp, post or recruiting station, the commanding officer thereof, after satisfying himself by observation or by communication with the man's company commander that he may be trusted with the necessary funds, furnishes him with transportation and subsistence to his station—the cost of such transportation and subsistence being charged against the soldier's pay on the next payroll. In case it is necessary to conduct the soldier to his station under guard, the transportation and subsistence of such guard are also charged against the soldier's pay, as is the cost of any telegrams or messages which may have been communicated between the commanding officer of the station at which the soldier reported for transportation and his company commander. Non-commissioned officers at recruiting stations are not authorized to furnish stranded soldiers with transportation. It will often be necessary for the delinquent soldier to get to the nearest post or camp the best way that he can. The determination whether the Red Cross

will supply transportation to stranded enlisted men must necessarily be left to the discretion of the home service section in each instance, depending to some extent, at least, upon whether refusal to give such aid will cause the man to overstay his leave, and upon the probable effect which that would have upon his family.

58. *Obtaining Discharges from the Navy.* (See par. 55, *supra.*) During the period of the war the Navy Department did not favorably consider the application for a discharge of an enlisted man for any personal reasons. The law provides for the discharge, on account of underage enlistment, of a boy who has enlisted without the consent of his parents where it subsequently develops that he is under eighteen years of age and the parents demand his discharge. Applications for such discharge should be made by the parents and in each case be accompanied by a birth certificate or their affidavits setting forth the date of birth.

After the signing of the armistice the Secretary of the Navy announced that men in the Naval Reserve Force and those of the regular service who enlisted for the duration of the war, desiring to return to school or college, and those whose business interests need them imperatively, will be released as speedily as possible. Application for release should be made by the man to his commanding officer and each case is to be acted upon separately, and men applying will be released as soon as naval need permits.

59. *Transportation in Case of Discharge from Navy.* There are several classes of discharge from the Navy, as follows: (*a*) If a man serves out his four years' enlistment period he is given an honorable discharge, and in the settling of his accounts he is given travel pay, in lieu of transportation to his home, at the rate of four cents a mile from the port at which he is landed. He may spend his money as he pleases; he may go home or he may re-enlist. (*b*) If a man is discharged for physical disability (discharged on a 'medical survey') he is given a transportation request which may be exchanged for a railroad ticket to his home. He is given this transportation request because the Navy authorities desire him to go home where he may be taken care of. (*c*) A man may be physically fit and may have committed no crime, but for some reason may be unfitted for service and therefore be given 'undesirable' discharge. His discharge is endorsed 'Not recommended for re-enlistment'. In such case the man is not given transportation by the Navy to his home, but will be transferred to the naval station nearest his home for discharge, if he so desires. (*d*) A man dishonor-

ably discharged from the Navy is given a suit of civilian clothing, and a check for $10 is sent in his name to his home town. The money is there in his name if he wishes to call for it. If, when discharged, he has money due him, transportation to his home town is given him and the cost thereof is taken from the money due. If he has no money coming to him, there is an arrangement whereby transportation may be given him and the same is then charged against a Navy fund made up from fines and forfeitures.

60. *Officer's Duty to Support Family.* Commissioned officers of the Army and Navy do not fall within the provisions of the War Risk Insurance Act with regard to compulsory allotments. It is, however, the duty of a married man to support his wife, except where the law has relieved him of that duty, as in the case of a court decree, desertion by the wife, or misconduct by the wife. A similar duty of support exists in most jurisdictions with regard to minor children, except where they unjustifiedly abandon the father's home. The War and Navy Departments will not countenance an evasion by any officer while in service of his legal obligation toward his wife or children, and will not regard as worthy of retention as a commissioned officer anyone who persistently fails to meet such obligation. Where it is brought to the attention of the War or Navy Department (as to how to write see par. 257) that a commissioned officer is failing in such duty of support, and upon this report being brought to the attention of the officer, no justification is shown and such misconduct continues, the officer may be summarily discharged or otherwise disciplined.

61. *Commutation of Quarters for Commissioned Officers.* Every commissioned officer of the United States Army on duty in the field or on active duty without the territorial jurisdiction of the United States who maintains a place of abode for wife, child or dependent parent is entitled to have furnished for them such place of abode, or in case that such quarters are not available, is entitled to commutation of quarters including heat and light. To obtain such commutation the officer must attach a certificate in duplicate to his monthly pay account, showing the full name and post office address of each person for whom commutation is claimed, and the exact degree of relationship of such persons to the officer. The certificate must show that the wife named is then his lawful wife; the date of birth of each child named, and whether married or unmarried, and if eighteen years of age or older the mental condition of such child; that any parent named is dependent in the sense that the officer has before April 16, 1918, or may, thereafter,

actually and necessarily contribute regularly more than one-half the cost of a reasonable living for the parents, and if an adopted child or an adoptive parent is named, the proper record should be presented, showing that all the formalities required for adoption by law of the domicile were complied with. Commutation must be drawn by the officer himself at the place where he is serving and is not payable to his dependents.

62. *Allotment of Pay by Officers.* Paragraph 1259 of the Army Regulations provides for the endorsement of pay accounts by Army officers who desire to make provision for dependents and who are about to embark for foreign service. The amounts called for by pay accounts so endorsed will be paid to the endorsee as they become due. It had been the practice of a large number of officers to endorse to dependents pay accounts for alternate months, they themselves collecting the pay for the uncovered months. This arrangement was not entirely satisfactory, and new provisions have been added to the Army Regulations, providing for the monthly allotment of pay by officers as follows:

> An officer who does not desire to dispose of his pay accounts as prescribed in paragraph 1259, Army Regulations, 1913, may make an allotment of any portion of his pay for the support of his family or dependent relatives, for his own savings or for any other purpose except that of obtaining an advance on his pay, the difference between the amount so allotted and the total pay to be drawn by the officer at the place where he is serving. This allotment must be in an amount less than the sum of the officer's monthly pay and longevity pay, and the difference between the total pay due him and the amount allotted will be drawn at the station where he is serving on a pay account prepared to cover the total pay due, with the notation 'deduct for allotment $00.00'. All allotments of pay will be paid by the Depot Quartermaster, Washington, D. C., as they accrue, if the casualty list, stoppage circular or other report shows no bar to payment.

An officer who has disposed of his pay accounts as prescribed in paragraph 1259 of the Army Regulations, and who desires to substitute an allotment of pay therefor, should, in forwarding his allotment, request the return of said pay accounts. The pay accounts will be returned by the Depot Quartermaster through the proper quartermaster where the officer is serving.

63. *Allotments by Enlisted Men through Service Departments.* Voluntary allotments which do not carry family allowances must, since July 1, 1918, be made through the service departments. Voluntary allotments made prior to July 1, 1918, on Form 1-B and not carrying allowances were dropped by the Bureau of War Risk Insurance on

that date. Allotments which do not carry family allowances are paid in the Army through the office of the Director of Finance, War Department, Washington, D. C. (formerly through the Quartermaster General's office); in the Navy and Marine Corps through the office of the Navy Allotment Officer, Washington, D. C.; and in the Coast Guard through the office of the Allotment Disbursing Officer, U. S. Coast Guard, Washington, D. C.

Army regulations as to these allotments provide that an enlisted man wherever located and a permanent civilian employee of the War Department about to embark for service beyond the sea or already on oversea service may make an allotment of any portion of his pay remaining after deductions are made in compliance with the War Risk Insurance Act (this provision as to deductions does not apply to civilian employees), for his own saving, or for any other purpose, except that of obtaining an advance on his pay. A member of the Army Nurse Corps (female) may as a permanent civilian employee make an allotment through the office of the Director of Finance.

Respecting such allotments Navy regulations provide that each person on the active list of the Navy, Marine Corps, and Navy Nurse Corps (female), except apprentice seamen under training at naval training stations, shall with the approval of his commanding officer, be allowed to allot such portion of his pay for the support of his family or other relatives, or for his own savings, as he may desire. Allotments shall not be registered for a period of less than three months.

The required form on which to make such an allotment in the Army or the Navy may be obtained by an enlisted man from his commanding officer. The allotment may be made for a limited period, such as six months, or for the period of the war. Even if made for a limited period, the allotment will be continued if the man is a prisoner of war when the period expires. As to the effect upon an allotment of a report that a man is 'missing', see paragraph 317, which applies equally to the allotments here discussed.

64. *Allotments for Liberty Bonds.* Men may, subject to regulation, make voluntary allotments for the purchase of Liberty Bonds through their respective service departments.

Regulations of the Treasury Department relating to Third and Fourth Liberty Loan Bonds provide that subscriptions to such bonds from persons in the military forces of the United States may be terminated or reduced to a smaller multiple of $5 per month when necessity arises therefor due either to (*a*) death of allotter, (*b*) discharge of

allotter, except in the case of an enlisted man discharged for the purpose of accepting a commission, (*c*) desertion of allotter, or (*d*) increase of obligation of allotter under the War Risk Insurance Act or reduction in rate of pay, whereby the allotter is unable to provide for his dependents and take out necessary insurance without reducing the amount of pay remaining for personal uses below the sum of $7.50 per month.

When Liberty Bond allotments are terminated by reason of death of the allotter the allotment is cancelled as of the date of commencement. Where Liberty Bond allotments are terminated by reason of discharge of the allotter, three alternatives are open: First, the allotment may be cancelled as of the date of commencement and the amount deducted from pay repaid to the person entitled thereto. Second, in case of termination by reason of discharge after $50 or some multiple thereof has been deducted from the pay, the allotter may receive upon request the bonds in the amount of $50 or any multiple thereof to the extent that the face amount thereof has been paid, and may receive at once the excess amount in cash. Third, such discharged allotter may upon discharge complete payments for bonds subscribed for, or for any bonds aggregating at face value a smaller multiple of $50, by paying in addition to the amount already deducted from his pay on account of such bonds, an amount in cash that will equal the face amount of the bonds on which payment is to be completed. Discharged allotters who desire to have one or more bonds delivered to them should be furnished with the prescribed certificates and should be directed to forward them to the Allotment Branch, Pay of the Army Division, Office of the Director of Finance, War Department, Washington, D. C., together with a check, draft or money-order for a sufficient amount to make an even multiple of $50, or if the amount deducted from their pay is over $50 and they desire delivery of one bond and refund on the balance in cash, the certificate should be forwarded to the above address together with the proper request. No provision is made for an enlisted man to make monthly payments on his Liberty Bond allotment to the Secretary of the Treasury after discharge from the service.

Information as to the method of procuring termination or reductions of soldiers' subscriptions to Liberty Loan Bonds may be procured from Division Directors of Civilian Relief.

Where allotments are terminated by desertion of the allotter, any sum previously deducted from pay shall be forfeited to the United States.

65. *Retention of Part of Pay by Enlisted Man.* There is no official order requiring a man to keep a portion of his monthly pay. It is the policy of the officers in charge, however, to advise men in making allotments that they should keep an amount of $7.50 per month for their own use. This amounts substantially to a prohibition against allotting such sums as will not leave them this amount, unless they show special facts, such as an independent source of income.

66. *Protection of Pay.* An enlisted man's pay cannot be taken by any court or attached for the benefit of creditors. Only the Government of the United States can control or take his pay.

67. *Furloughs.* Furloughs for enlisted men should not be requested by representatives of the Red Cross, nor should extension of furloughs be so requested. A request for a furlough should be made by the enlisted man, and when the man is on furlough and desires an extension, it is of the utmost importance that he should himself send the proper request to his commanding officer, early enough so that he can receive a reply in time to report before the expiration of his furlough as originally granted, in case the extension is refused. Penalties for absence without leave are so severe that Red Cross representatives should make every effort to prevent men from overstaying their leaves. When a furlough has been properly applied for a home service section may make an investigation as provided for in paragraph 55, with regard to discharges.

68. *Notices of Casualties in the Army.* Each officer and enlisted man, upon entry into the service and again upon embarkation for foreign service, is required to give the name and address of the person to be notified in case of emergency. The War Department feels bound to respect the soldier's wishes in this regard and cannot undertake to notify any other person, except under very unusual circumstances. Those less closely related to the soldier should obtain information concerning him from the person thus designated. Persons who know that they have been designated in an emergency address should be particular to notify the War Department of any change of address. When a man is wounded, or killed, or is missing in action the person designated is informed by telegraph by the War Department. This news is cabled from France and is sent out as quickly as possible to families. The War Department does not publish a name until the family has been informed. (See A R C 502, pp. 3 to 6, for information as to work of Red Cross Bureau of Communication in such cases.)

69. *Notices of Casualties in the Navy.* At the time of enlistment all men are required to fill out on their enlistment record the name and address of their next of kin; this record is immediately forwarded to the Bureau of Navigation, Washington, D.C., where it is kept on file and is available at all times. The enlisted man is also requested to fill out an allotment application, which form also bears the name and address of the person whom he wishes to have notified in emergency, and a copy of which is filed in the Bureau with the original enlistment record. When an enlisted man is killed, injured, reported missing or captured the next of kin is immediately notified upon receipt of the information from the ship or station on which the accident occurred, and in such disasters as would be likely to cause general anxiety it is the policy of the Bureau to notify not only the next of kin of those whose names appear on the casualty list, but those of the survivors as well. The condition of seriously injured men is also followed up and the next of kin notified by wire from time to time. The Bureau of Navigation is at all times very glad to notify by wire if necessary not only the persons designated by the enlisted man, but any other who may be sufficiently interested to inquire as to his welfare. In all cases the next of kin is notified before the information is released by the Bureau for publication.

70. *Shipment of Bodies and Burial of Deceased Officers, Enlisted Men, and Civilian Employees of the Army.* The preparation, shipment, and burial of the body of a man dying while in the Army is one of the duties of the Quartermaster Corps. When death of an officer or enlisted man of the Army occurs in United States, Alaska, or Panama Canal Department and early shipment is practicable, the remains will be prepared for shipment and the nearest relative notified by telegraph, with the request to reply by telegraph, stating whether or not it is desired to have the remains shipped home at Government expense, and the designation and name of the person to whom the remains should be consigned. If shipment is desired and is practicable, it will be made according to directions. The commanding officer will determine whether the remains are to be shipped by express and without an attendant, or as baggage with an attendant, conforming as far as practicable to the wishes of the relatives. Where remains are not shipped, burial will be made at the nearest military post, or at a national cemetery, or, if the commanding officer deem proper, at the place of death. If, upon receipt of notification from the commanding officer of the death of a man at a cantonment, the family has had no word from the camp

quartermaster as to the disposition of the remains, instructions as to shipment or burial should be telegraphed to him (Sample Address: 'Camp Quartermaster, Camp Meade, Annapolis Junction, Md.'). If the remains are shipped, Army Regulations provide for the payment of transportation expenses and for payment, in a sum not to exceed $85, of expenses in preparing the remains for shipment. (For the provision of the War Risk Insurance Act with regard to funeral expenses, see par. 152, *infra*.) The military authorities do not take charge of the interment when the remains are sent home. The same provisions apply to a civilian employee of the Army who dies abroad, in Alaska, in the Canal Zone, or on an Army transport, or who dies while on duty in the field or at a military post within the limits of the United States as apply to officers and enlisted men of the Army.

71. It is not the intention of the War Department to return to the United States before the end of the war, the bodies of officers or men who die in Europe, and such removal by individuals is not practicable during the emergency. It is expected, however, that the remains of all American soldiers dying abroad will ultimately be returned to the United States for burial at their former residences at public expense. It is the intention of the Navy Department to return to the United States and their homes as promptly as possible the remains of all officers and men who lose their lives during the war. The only exceptions to this policy will be in the cases of those who die or are killed in France, where military laws prohibit the transportation of bodies during the war and in other locations in the war zone where facilities for embalming and preparing the body are not available. Every endeavor is made to have all ships and transports provided with facilities for preserving the bodies and returning them to this country. Any request for the body of an enlisted man of the Navy should be addressed to the Bureau of Medicine, Navy Department, Washington, D.C.

[71A. *Photographing Graves.* At the request of the War Department, the American Red Cross, acting under the authority of the Graves Registration Service, has taken over the task of photographing the identified graves of American soldiers in France. The headquarters of this service is at Tours, France. Each photograph is mounted in a cardboard folding frame, one side of which contains the name, rank, and service of the man, and data identifying the grave and cemetery. The photograph is sent to the soldier's next of kin. The Bureau of Communication, which is charged with this duty, cannot give special consideration to special requests for photographs of particular graves.

The plan of the Army contemplates the photographing of all graves and no deviation will be permitted from the order in which the work is to be done. Seven thousand such photographs will be received monthly at Red Cross Headquarters in Washington, and will be forwarded to relatives immediately. (*Index under new heading "Graves, Photographing," and add heading to Table of Contents.*)]

72. *Cablegrams.* Cablegrams to members of the oversea forces are subject to censorship and must conform to all censorship regulations. Special forms of address, however, have been provided as follows:

(*a*) Cablegrams for members of the United States naval forces abroad should be addressed 'Usnavforce, London,' and should have as the first words of the text the name of the addressee (given name spelled out and such initials as are necessary), followed by the name of the ship or unit to which he is attached ('U.S.S.' before the ship's name being unnecessary). The following is a sample telegram:

(Address)	'USNAVFORCE, London.
(Text)	'Frank B. Howard, Charleston. Informed examinations successfully passed.
(Signature)	'Hammond.'

(*b*) Cablegrams for members of the United States military forces abroad, including marines at present serving with the Army, may be addressed 'Amexforce, London', or 'Amexforce, Paris', or 'Amexforce, Vladivostok', and should have as the first words of the text the name of the addressee and the official designation of the unit to which he belongs.

(Address) 'AMEXFORCE, London.
'H. K. Saunders, Company K, Forty-seventh Infantry. Will not change address.
(Signature) 'Jane Saunders.'

(*c*) When there is probability that two men in the service have identical surnames and initials, the name should be given in full, as 'Frank Barrett Smith'; or the rank or rating should be given, as, for example: 'Captain Frank B. Smith', or 'Frank B. Smith, Ordinary Seaman'.

(*d*) Cablegrams for members of the United States military forces abroad, including marines at present serving with the Army, may also be sent direct to an army post office address. If sent in this manner the address must contain the name, rank, unit (company, squadron, etc.), regimental organization, and arm of the service of the addressee.

All cablegrams must be in plain language, either English or French, or in one of the ten authorized codes listed below, except that Italian is permitted for cablegrams originating in or destined for Italy.

The United States cable censorship permits the use, conditioned on their acceptability under the regulations in effect in the foreign censorships concerned, of the following authorized codes:

1. A. B. C. Fifth Edition (not including five-letter edition).
2. Scott's Tenth Edition.
3. Western Union (not including five-letter edition).
4. Lieber's (not including five-letter edition).
5. Bentley's (not including Oil and Mining Supplements).
6. Broomhall's Imperial Combination Code.
7. Broomhall's Imperial Combination Code, Rubber Edition.
8. Meyer's Atlantic Cotton Code, Thirty-ninth Edition.
9. Riverside Code, Fifth Edition.
10. A. Z.

Neither private supplements nor the numerical equivalents of the phrases in the published codes are admissible. Not more than one code is permitted in any one cablegram. The name of the code used shall be written on the face of the cablegram, but will not be charged for. The use of private codes is prohibited.

73. *Demobilization.* Almost immediately upon the signing of the armistice the War Department started to formulate its plans for the demobilization of the Army. At the present time the entire demobilization program has not been formulated and made public. Certain pro-

visions, however, have been announced. It should be very thoroughly understood by home service sections that the commencement of demobilization does not end home service responsibilities but will rather add new and very important responsibilities for returning soldiers and their families during the period of readjustment. (See par. 412.)

74. *Discharge of Commissioned Officers.* The President has determined under the provisions of section 9, Act of Congress, approved May 18, 1917, that the public service will be promoted by the discharge, as rapidly as their services can be spared, of officers in the United States Army, except those holding commissions of any kind in the Regular Army. Department commanders, commanders of camps not under the jurisdiction of department commanders or of chiefs of bureaus of the War Department, commanders of ports of embarkation, all chiefs of staff corps and departments, including the Chief of Field Artillery and the Chief of Coast Artillery, are authorized and directed to discharge such officers of the line and staff as are under their command as rapidly as circumstances permit. All separations from the service will be by discharge as authorized by law. Such discharges will be a complete separation of the individual from the military service and will terminate all commissions held by him in the Officers' Reserve Corps or otherwise. While officers are given opportunity to express their desires relative to commission in the Reserve Corps or the Regular Army, the granting of such commissions will be entirely dependent upon their fitness, eligibility, and such vacancies as may be provided by existing or future laws and regulations. Resignations submitted by officers may be considered when the officer's commanding officer, or the chief of the staff corps concerned, states that the services of the officer can be spared.

For the purpose of determining the order of discharge, officers will be arranged in the following classes and discharged in this order:

First. Officers desiring full and immediate separation from the service.

Second. Officers desiring prompt separation from the service and subsequent appointment or reappointment in the Officers' Reserve Corps and whom commanding officers recommend for such appointment.

Third. Officers desiring appointment if opportunity permits in the Regular Army and whom commanding officers recommend for such appointment.

The following officers will not be discharged under provisions of these instructions:

(*a*) Officers holding commissions in the Regular Army, either on the active list or retired list.

(*b*) Officers in arrest, under charges or serving sentence of a general court-martial.

(*c*) Officers having had money or property accountability and who have not a clearance therefor.

(*d*) Officers on sick report or in hospital.

(*e*) Officers who for exceptional reasons cannot be spared or who, in the opinion of the commanding officer, should not be discharged at this time.

Officers of the classes (*b*), (*c*), (*d*), and (*e*) may be discharged when no longer in the status stated.

75. *Discharged Enlisted Men of the Army.* With regard to the demobilization of the enlisted personnel of the Army, General March, Chief of Staff, said on November 16, 1918:

I have issued orders in accordance with a plan which we have evolved for the prompt reduction of our forces in the United States. I first ordered the demobilization of the development battalions throughout the country. They are seventy-one in number and embrace in strength 98,199 men. The second order carries out the demobilization of conscientious objectors who are not serving sentences; third, the spruce production division; fourth, central training schools for officers, with certain modifications; fifth, the United States guards, who comprised something like 135,000 on paper; sixth, railway troops; seventh, depot brigades; eighth, replacement camps; ninth, and last, combat divisions.

We have in the United States now something like 1,700,000 men, and to muster out a force of that kind, of course, will take time. Each man has to be examined physically, his final accounts made, and a copy of his medical record transferred to the War Risk Insurance Bureau, so that the men may get compensation they are entitled to under the act, which must be properly safeguarded. Great masses of blank forms have been prepared in advance, and they are being shipped to the various camps for use as these orders go into effect.

The orders that have already been issued affect some 200,000 men. I expect to muster them out in two weeks. When the machine is in full operation we expect to release 30,000 men a day.

In handling this problem of demobilization, one of the features which had to be considered was the subsequent retaining of men for the Regular Army, or what will be the Regular Army when Congress passes laws reorganizing that Army. When the war broke out there were only a limited number of such men in the service, and the great number of men who filled out these units were men who voluntarily enlisted for the period of the war. So we have offered these men who came in for the period of the war the option of reenlisting if they care to. We have offered an immediate honorable discharge with a furlough of one month upon reenlistment. . . Under present laws every man who is discharged from the whole Army is entitled to wear his uniform for a period of three months; that is a very necessary thing, because the releasing to civil life of three or four million men makes it impossible to clothe in civilian clothes so great a number. So there will be a period of readjustment during which they will be wearing their uniforms. . .

At the same time as these orders were given for the troops at home, I cabled General Pershing, directing him to return to the United States on troop transports all the men who are casuals or convalescents, sick and wounded, who are able to be moved; and these men will come in a steady flow across the Atlantic before the larger number come back as units.

[76. *Duplicate Discharge Papers.* An application for a certificate of service in lieu of a lost or destroyed discharge certificate should be forwarded by the applicant directly to the Adjutant-General of the Army, War Department, Washington, D. C. Upon satisfactory proof of the loss or destruction of a discharge certificate, without the fault of the person entitled to it, the War Department may issue to such a person a certificate of service, showing the date of enlistment in and discharge from the Army, and the character given on the discharge certificate, but a copy or duplicate discharge certificate will not be granted.]

[77. *Notification to Communities When Their Men Are About to be Discharged.* The United States Employment Service has adopted a plan by which each community will be notified in advance as to when enlisted men from that community will be discharged from demobilization camps.

Three days before the man is discharged, a card is sent from the camp to the community from which the man came. The card is received by the local Bureau for Returning Soldiers, if one has been established. If no such Bureau has yet been organized, the card will be received by the nearest United States Employment Service office or Community Labor Board. Home Service workers may see these cards at these offices. It is believed that there will be many occasions when Home Service Sections will wish to avail themselves of this valuable information.

If any difficulty is experienced in obtaining the information, the matter should be reported to the Division Director of Civilian Relief, who will confer with the Federal Director of the United States Employment Service for the state.]

[78. *Arrangements for Paying Men Detached from Service Records and Pay Cards.* The following order known as Circular No. 148 was issued by the War Department under date of December 13, 1918:

When enlisted men who are without complete records of service are ordered discharged they will be discharged on supplementary service records and pay cards and paid in full including travel pay. The supplementary service record and pay card will be based on affidavits sworn to by the soldier. Each soldier will be informed that false affidavit makes him liable for prosecution for fraudulent claim and that any arrears in pay due to lack of information may be obtained by making claim to the Auditor for the War Department.] (*Index this par. under "Pay." Add heading to Table of Contents.*)

[79. *Naturalization of Discharged Enlisted Men.* Public Act No. 144 of the 65th Congress (H. R. 3132), approved May 9, 1918, authorizes the naturalization of any alien serving in the Military or Naval service of the United States during the time this country is engaged in the present war, upon the filing of his petition for naturalization, without making a preliminary declaration of intention and without proof of five years' residence within the United States. Under the above provision certain aliens serving in the Army and Navy have made application for naturalization.

By the earlier procedure under this law, upon application the enlisted man was given a certificate of naturalization, or in lieu thereof, a card giving his name and naturalization number or a data slip containing certain information concerning his naturalization, or such data slips were placed in the man's service record by his Commanding Officer. In a number of instances in which large groups of men from given organizations were naturalized at one time, the Commanding Officer was advised that certain men in his regiment (whose names were given him) had been naturalized and that information should be placed on the service record of each.

It is now the desire of the War Department and the Department of Labor, wherever practicable, to insure delivery of certificates of naturalization to the enlisted men just prior to or at the time of their discharge. A military officer has, therefore, been designated by the War Department to handle the situation in each camp in conjunction with the Department of Labor. Inquiry concerning this subject should be referred to the proper officials in the camp if the man is still in the service.

If a man is discharged without receiving his citizenship papers, he should mail his card or data slips to the Commissioner of Naturalization, Department of Labor, Washington, D. C., giving the address to which he desires his papers sent. Upon receipt of such request the Commissioner of Naturalization will immediately issue his certificate. If the man has mislaid or lost his card or slip he should address a communication to the Commissioner of Naturalization, Washington, D. C., stating his full name and organization at the time of naturalization, the camp where he was naturalized, the date of such naturalization, and his present home address.

Any honorably discharged enlisted man who did not make application for naturalization while in the service because of the fact that he had already taken out his first papers, or any alien who has served

in the Army and was not afforded an opportunity to apply for naturalization while in the service, should communicate within six months after discharge with the office of the Bureau of Naturalization nearest his home town, which will advise him of his status and rights under the naturalization law.

The local offices of the Bureau of Naturalization are as follows:

City	*Street Address*	*Chief Naturalization Examiner in Charge*
Boston, Mass.	721 Old South Building	James Farrell.
New York, N. Y.	5 Beekman Street	Merton A. Sturges.
Philadelphia, Pa.	Federal Building	J. M. Gurnett.
Washington, D. C.	Department of Labor	Oran T. Moore.
Pittsburgh, Pa.	Federal Building	William M. Ragsdale.
Chicago, Ill.	Federal Building	W. H. Wagner.
St. Louis, Mo.	Customhouse	Morris R. Bevington.
St. Paul, Minn.	Federal Building	Robt. S. Coleman.
Denver, Colo.	Federal Building	Paul Armstrong.
San Francisco, Cal.	Federal Building	George A. Crutchfield.
Seattle, Wash.	Federal Building	John Speed Smith.]

(*Index this par. under "Enlisted men" and under new heading "Naturalization." Add heading to Table of Contents.*)

79A. *Bonus on Discharge.* Section 1406 of the Revenue Act, approved February 24, 1919, authorizes the payment of a bonus of $60 to "all persons serving in the military or naval forces of the United States during the present war who have, since April 6, 1917, resigned or been discharged under honorable conditions . . . or who at any time hereafter . . . may resign or be discharged under honorable conditions." This applies to (1) all officers of the military and naval forces; (2) soldiers, field clerks and nurses of the Army; (3) enlisted men of the regular Navy and Marine Corps, all reservists (male and female), and all persons in the service of the coast guard, coast and geodetic survey, and lighthouse service who have performed active duty with the Navy during the present war.

All persons of the military or naval forces who resign or are discharged hereafter will receive this bonus on the same roll or voucher upon which they are paid their final pay. To be entitled to the bonus on future separation from the service, the separation must occur not later than the termination of the current enlistment or term of service in the case of the enlisted personnel and female nurses, and not later than one year after the termination of the present war in the case of officers. Reservists who have been, or will be, placed on inactive duty are included in the provisions of the Revenue Act. The bonus is not payable to (1) any person who did not report for duty at his station on or prior to November 11, 1918; (2) any person entitled to retired pay; (3) heirs or legal representatives of a deceased person. If a person is discharged twice during the period limited by the Act, he is entitled to the payment of only one bonus.

[Certified copies of discharge papers will be accepted from officers and enlisted men who do not wish to forward the originals to Washington, *provided the certification is made by a recruiting officer* of the United States Army in accordance with instructions issued by the Chief of Staff, U.S.A., on March 18, 1919. These instructions, in brief, provide that those desiring to submit copies must present their applications and original discharge certificates to the nearest recruiting officer, who will provide blanks furnished by the Government on to which the applicants may copy their discharges, which copies must be literal, complete and full copies of the originals, containing both printed and written matter of every nature and description on both sides of the original discharge certificates. On the original discharge the recruiting officer will certify that a copy of that certificate has been

made for the purpose of enabling the soldier to collect the bonus. The original certificate will then be returned to the applicant and the application with the certified copy forwarded by the recruiting officer to the Zone Finance Officer at Washington.

It should be noted that copies certified in the usual way, by notaries public or other officers authorized to administer oaths and make such certificates, will not be accepted.

It should also be noted that these instructions do not prohibit the filing of the original discharge paper. If the original is sent in it is desirable for the discharged man to have a copy of his discharge paper made and retain this copy for obtaining a position or for any other occasion that may arise. In applying for compensation, for example, a certified copy is sufficient. It is also advisable to forward the original discharge paper by registered mail. Another suitable precaution is to write the address of the discharged person in pencil at the top of the original discharge paper.]

Officers, soldiers, field clerks, and nurses of the Army who have been discharged and have received their final pay without the $60 bonus, should write a letter to the Zone Finance Officer, Lemon Building, Washington, D.C., stating their service since April 6, 1917, the date of last discharge, and their present address to which they desire their bonus checks to be sent and enclosing with this letter their discharge certificate or military order for discharge and both, if both were issued. Upon the receipt by the Zone Finance Officer, Washington, D.C., of this information and the soldier's discharge certificate, this officer will cause checks to be drawn and mailed to the claimants in the order in which their claims were received by him. The discharge certificate will be returned to the soldier with the check. Since at least one million and a quarter persons have been discharged from the Army who are entitled to the benefits of this Act, it will manifestly take considerable time to write and mail so many checks.

Officers and men of the Navy who have been relieved from active duty, discharged or disenrolled prior to the approval of the Act, should mail their claims for the bonus, substantiated by their discharges or orders to inactive duty, to the Disbursing Officer, Bureau of Supplies and Accounts, Navy Department, Washington, D.C., for payment. Officers and enlisted men of the Coast Guard should mail their claims to Coast Guard Headquarters, Washington, D.C. In case the original discharge or orders to inactive duty are lost, it

will be necessary to obtain a certified copy from the Bureau of Navigation, Navy Department, Washington, D.C., and a certificate from the officer by whom final settlement of pay accounts was made that no credit of this bonus has been made by him. Upon receipt by the Disbursing Officer, Bureau of Supplies and Accounts, of claims filed by men no longer in active service, the requests will be compared with the enlistment records on file in the Bureau of Navigation in order to ascertain the correctness of the claims, and the Disbursing Officer will certify that such comparison has been made and that according to the records, the bonus is due and remains unpaid.

Officers and men of the Marine Corps who have been discharged or relieved from active duty prior to the approval of the Act, should mail their claims for the bonus, substantiated by their discharges or orders to inactive duty, to the Marine Paymaster, Marine Headquarters, Washington, D.C.

[79B. *Registration of Discharged Soldiers at Office of City or Town Clerk.*

On December 26, 1918, the War Department issued the following statement:

"All officers and soldiers will be notified upon discharge that the Governors of several states have asked that men who have served in the Army, register, upon returning home, with their respective town, city, or county clerks, or other appropriate officials. This action is requested on the part of all those returning to communities in which opportunity is afforded for such registration, with a view to the establishment of complete lists, both for convenience in making plans to welcome returning soldiers and also for permanent historical records."

In communities where such registration is under way, Home Service workers may make use of the information thus gathered in reference to discharged men who have returned to the community. Where registration is not taking place, Home Service workers may be instrumental in encouraging local authorities to undertake this work and in inducing discharged men to register. (*Index this paragraph under "Discharge or dismissal from service," and add heading to Table of Contents.*)

79C. *Discharged Soldiers Engaged in Peddling.* (1) The Department of Civilian Relief has been requested to outline the policy which should be adopted by Home Service workers in dealing with cases in which discharged soldiers in uniform are engaged in peddling articles of slight value for an excessive price. It is alleged that these goods sell readily by reason of the appeal that the soldier's uniform makes to the

sympathies of the public; that this is not selling, but begging; that in such cases the employer is improperly exploiting discharged soldiers for his own profit, and that it has a demoralizing effect upon the man and is unfair to the public, who cannot withstand the appeal to their sympathies.

(2) In some cities such peddling has been stopped at the instance of Red Cross representatives who appealed to the city authorities to enforce local ordinances prohibiting peddling without a license. In these cases the license fee was so high that the soldiers or their employers could not afford to pay it and the work had to be abandoned. One employer has applied to National Red Cross Headquarters to use its influence to induce such Home Service workers to cease their efforts to prevent this peddling. This Department has declined to accede to this request and on the contrary approves the action of Home Service Sections in this regard wherever it is clearly shown that the goods are not being sold upon their merits.

(3) It was suggested to this employer that in any city in which he encountered the opposition of the Red Cross, this opposition would probably be overcome if he adopted the following course:

(*a*) Employed only discharged men who wore civilian clothes, appealing to the Red Cross to provide such clothes if the men were unable to do so.

(*b*) Instructed the men that they must not appeal to the prospective purchaser to buy the goods to help the seller because he was a discharged soldier.

(4) While it is highly desirable that Home Service workers should use every means at their disposal to discourage discharged soldiers "begging on their uniform," Home Service Sections must likewise make every effort to secure suitable jobs for such men. If such a position cannot be obtained, the Home Service Section should be prepared to provide for the man's support until one can be secured.

(5) It is suggested that where Home Service Sections are able and willing to assume this reponsibility, they endeavor to secure publicity in the local papers urging discharged soldiers not to "beg upon their uniforms," referring to the Home Service Section any discharged man who feels compelled to do this because he can secure no other job; the Home Service Section promising either to secure him a suitable job or to take care of him until one can be found.] (*Index this paragraph under "Discharge or dismissal from service," and add heading to Table of Contents.*)

[79D. *Additional Travel Allowance for Discharged Soldiers.* The following statement regarding the payment of an additional travel allowance to discharged soldiers (see par. 56) has been issued by the Director of Finance of the War Department:

The Director of Finance having practically completed payment of the $60.00 bonus, involving about 1,400,000 claims, is now settling additional travel allowance due enlisted men of the Army under Section 3 of the Act approved February 28, 1919, which authorized travel pay to enlisted men honorably discharged since November 11, 1918, at the rate of 5 cents per mile to actual bona fide home or residence, or place of original muster into the service, at the option of the soldier.

The Comptroller of the Treasury by decisions rendered April 17 and May 3, 1919, has authorized the War Department to make settlement of all claims for the 1½ cent difference from place of discharge to place of entry into the military service, also the claims for additional allowance to actual bona fide home or residence at date of discharge when such bona fide home or residence can be determined from the affidavit of the soldier and verified by information contained in his original service record. The Zone Finance Officer, Washington, D.C., has been designated to settle these claims with the above restrictions. Applications should be addressed as follows:

ZONE FINANCE OFFICER,
LEMON BUILDING,
Travel Allowance. Washington, D.C.

A blank form of application, which includes the necessary affidavit for the additional travel allowance, may be obtained from any Army recruiting officer, Red Cross, or other agencies organized to aid soldiers. This affidavit must be accompanied by a true copy of soldier's discharge certificate, certified as such by a recruiting officer, or the original discharge certificate, the latter to be returned with check. While payment will be made on the original discharge certificate, claimants are advised that the use of the copy will eliminate the possibility of the loss of the original. No further correspondence is necessary except in case of change in address.

A certified copy of discharge certificate submitted for payment of $60.00 bonus and now on file in the Zone Finance Office will be accepted in lieu of other copy of original discharge certificate. Men who have submitted these certified copies will so state when forwarding claim. Payments will be made as expeditiously as circumstances permit.

In the event that the actual bona fide home or residence at date of discharge, as claimed by the soldier, is not the same as stated on his original service record, the Zone Finance Officer will make settlement for the additional 1½ cent per mile on the same basis that the 3½ cents per mile was paid (that is, from place of discharge to place of entry into military service) and soldier may make claim to the Auditor for the War Department for any additional travel pay which he believes may be due him.

Men who have been discharged since February 28, 1919, and paid travel allowances at 5 cents per mile to place of entry into military service, and whose actual bona fide home or residence at date of discharge involved a greater distance, may submit claim to the Zone Finance Officer, Washington, D.C., as above.

It is pointed out that settlement of travel allowance claims cannot be accomplished with the same rapidity which obtained in the payment of the $60.00 bonus. Each claim will require certain verification by War Department records, this to be followed by mileage calculations in the Zone Finance Office. The need for accuracy is obvious, necessitating a specialized office personnel, and it is hoped that this circumstance will not be overlooked by those concerned. Every letter or telegram making inquiry or requesting expedited action will operate to delay these payments, and the public is therefore urged to lend full co-operation with a view to reducing correspondence to the minimum, keeping in mind that it will be several days before blank forms can be placed in the hands of recruiting officers.

These rules cover only the Army. Rules for Navy and Marines are not yet announced.

While the above statement suggests that the claim may be made under certain circumstances to the Auditor for the War Department, it is desirable that all claims should be made on the form prescribed below and sent to the Zone Finance Officer, who will refer to the Auditor matters that require such reference.

Follow-up inquiries should not be made until you are notified through Red Cross channels that such inquiries are advisable. Premature inquiries will only delay matters.

When the home of the discharged man is near the place of induction, the soldier should be urged to ask for travel pay to the place of induction in order to secure a quicker handling of his claim.

Advise all discharged men to obtain certified copy of discharge cerficate rather than send original.

The number of claims for additional travel pay will be so large and the difficulties of checking them so great that several months' time will be required to perform the task.

The following is the form of affidavit authorized by the War Department for use in claiming this additional travel pay. Copies of this form of affidavit will be distributed to Home Service Sections through Division offices. (See page 25*j*.)

AFFIDAVIT AND CLAIM FOR ADDITIONAL TRAVEL PAY AUTHORIZED BY SECTION 3, ACT APPROVED FEBRUARY 28, 1919, TO ENLISTED MEN OF THE ARMY HONORABLY DISCHARGED SINCE NOVEMBER 11, 1918.

.....
.....
} ss.

1. I,....., Army Serial No....., formerly....., ...U.S. Army,
(Rank) (Company, Regiment, Army, Corps, or Dept.)
do solemnly *{swear / affirm} that I

*2. (a) Was accepted for enlistment at.....Date.....
(b) Was inducted into the service at.....Date.....
(c) Received notice to report for active duty as Reservist at
.....Date.....
(d) Reported for duty as National Guardsman at.....
.....Date.....
(Home rendezvous of Organization)

3. That I was honorably discharged at.....Date.....
Reason for discharge being.....
4. That I was paid final pay by (Name of Quartermaster).....
5. That I received travel pay at the rate of *3½ (or) 5 cents per mile from.....
.....to.....
6. That my actual bona fide home or residence at date of discharge was
.....

*7. I now claim: (a) Additional travel pay at 1½ cents per mile from place of discharge to place of entry into the military service.
Or: (b) Travel pay at 5 cents per mile from place of discharge to my actual bona fide home or residence.....
at date of discharge, as authorized by Section 3 of the Act approved February 28, 1919 (Pub. 300—65th Cong.), less travel pay received prior to date of this application.

8. That I*{have / have not} previously made claim for additional travel pay; and sent such claim to.....on or about (Date).....

9. That I have not received payment thereof, and that same is due and owing to me: That in making application as above I hereby acknowledge to have exercised my full option as granted me under Section 3, Act approved February 28, 1919, authorizing travel allowances 5 cents per mile to enlisted men honorably discharged since November 11, 1918. Furthermore, I fully understand that the execution of a false affidavit for the purpose of obtaining travel pay on discharge renders me liable to prosecution for fraud.

(Signature of Claimant).....

Check to be mailed to this address: (Street).....

(City).....(State).....

Subscribed and *{sworn / affirmed} to before me this.....day of

.....A.D., 191....., in the City of.....

*{State of / District of} .....

My commission expires..... .....

**Strike out words not applicable.* (Notary Public or Summary Court Officer)

NOTE: The true copy of soldier's discharge certificate, certified as such by a recruiting officer, or the original discharge certificate, will be forwarded with the above affidavit. Use of copy is advised to eliminate possibility of loss of original. No letter of transmittal necessary. (*Index this paragraph under "Travel Pay," and add heading to Table of Contents.*)

[79E. *Additional Travel Allowance for Discharged Sailors and Marines.* All former enlisted men of the Navy who have been discharged with any class of discharge other than dishonorable, bad conduct or undesirable since November 11, 1918, and all Naval Reservists released from active duty since that date, will be entitled to the five cents allowance, less any mileage or the cost of any transportation furnished at the time of discharge. If discharged between November 11 and March 12, 1919, they will make claim for same upon the Bureau of Navigation, Navy Department, Washington, D.C., in the form of a letter, accompanied by their discharge or continuous service certificate. Men who have been discharged from the Navy since March 12, 1919, will make claim upon the officer who paid them off. All Naval Reservists released from active duty since November 11, 1918, may make claim upon the Bureau of Navigation for the difference between five cents per mile and the cost of transportation and subsistence already furnished them. No regular form of claim will be used, merely a letter requesting the allowance, accompanied by the *original* discharge, continuous service certificate or orders to inactive duty.

Discharged enlisted men of the Marine Corps are receiving additional travel allowance in connection with the adjustment of their claims for bonus. Those who, for some reason, do not receive the additional allowance along with their bonus should write to the Paymaster, Marine Corps, Washington, D.C., enclosing (1) either original discharge certificate or copy certified by a Marine Recruiting Officer, and (2) final statement. No form of application is prescribed.] (*Index under "Transportation" and add heading to Table of Contents.*)

[79F. *Reimbursement for Loss of Personal Effects by Soldiers.*

Chapter Six of the Act of Congress approved July 9, 1918, provides "that private property belonging to officers, enlisted men and members of the Nurse Corps (female) of the Army, including all prescribed articles of equipment and clothing which they are required by law or regulations to own and use in the performance of their duties, and horses and equipment required by law or regulations to be provided by mounted officers, which since the fifth day of April, nineteen hundred and seventeen, has been or shall hereafter be lost, damaged, or destroyed in the military service shall be replaced, or the damage thereto or its value recouped to the owner as hereinafter provided, when such loss, damage, or destruction has occurred or shall hereafter occur in any of the following circumstances:

"First. When such loss or destruction was without fault or negligence on the part of the owner.

"Second. When such private property so lost or destroyed was shipped on board an unseaworthy vessel by order of an officer authorized to give such order or direct such shipment.

"Third. When it appears that such private property was so lost or destroyed in consequence of its owner having given his attention to the saving of property belonging to the United States which was in danger at the same time and in similar circumstances.

"Fourth. When during travel under orders the regulation allowance of baggage transferred by a common carrier is lost or damaged; but replacement or recoupment in these circumstances shall be limited to the extent of such loss or damage over and above the amount recoverable from said carrier.

"Fifth. When such private property is destroyed or captured by the enemy, or is destroyed to prevent its falling into the hands of the enemy, or is abandoned on account of lack of transportation or by reason of military emergency requiring its abandonment, or is otherwise lost in the field during campaign."

Section 2 provides "that except as to such property as by law or regulations is required to be possessed and used by officers, enlisted men, and members of the Nurse Corps (female) respectively, the liability of the Government under this chapter shall be limited to damage to or loss of such articles of personal property as the Secretary of War shall decide or declare to be reasonable, useful, necessary, and proper for officers, enlisted men, or members of the Nurse Corps (female), respectively, as the case may be, while in quarters, engaged in the public service, in the line of duty."

Under this Act of Congress the Comptroller of the Treasury has decided that claims can only be paid by the Auditor of the War Department. The claims, however, are first to be presented to the Claims

Branch, Settlements Division, Office of the Director of Finance, Munitions Building, Washington, D.C. These claims are to be presented upon the following form which must be sworn to before a notary public and witnessed by some third person and very carefully filled out. This form may be copied by Home Service Sections when it is desired to send in a claim. The form follows:

SHEET 1.

CLAIM FOR PROPERTY LOST, DESTROYED OR DAMAGED IN SERVICE.

By

....

(Name) (Rank)

.....

(Address)

swear

I certify that the attached is a true and correct list of my lost property (or damaged property, as the case may be), that the loss was without fault or negligence on my part; that the property was my own private property, and that I have made all reasonable efforts to find the same and that I have not now a claim pending before any other person or board for reimbursement for this property.

.....

.....

.....

Subscribed and sworn to before me (Claimant)

this day of 19 *

I have read the statement of....., am familiar with the circumstances of the loss, and to the best of my knowledge and belief the loss occurred in the manner stated by claimant.

....

(Witness)

It is recommended that payment of $.....be made in settlement of this claim.

.....

.....

Approved: .....

....

Commanding Officer .....

.....

Board

FINAL PAY

Date.....

Place.....

Name of Officer Paying.....

*To be executed by claimants other than officers.

**When cash payment is to be made form must be accompanied by certificate of Supply Officer or Quartermaster that replacement from stock can not be made.

Attach to that a second sheet showing the details of the claim as follows:

SHEET 2.

Claim of..... .....
(Name) (Rank)

.....
(Address)

For reimbursement or replacement of the following described property:

Number or quantity	Article	Approximate date of purchase	Length of time used	Original cost	Condition at time of loss	Amount claimed	Amount Allowed	
							For cash payment	For Issue

Total Original Cost $.....
Total Amount Claimed $.....

Upon receipt of these forms the Office of the Director of Finance will write to the Lost Baggage Section, Embarkation Service, Hoboken, N.J., in order to obtain from that section a certificate showing that the property claimed is not in their possession. After receiving such a certificate, the claim as made up by the Director of Finance is presented to a board of three disinterested officers appointed in accordance with paragraph 726 Army Regulations as changed by Changes No. 87 and when the claim is passed upon by the board a letter will be sent to the claimant stating that the claim has been investigated and has been recommended in a certain amount, which amount must be consented to by the claimant for payment. The claimant should write his consent upon this letter and return it at once to the Director of Finance, Munitions Building, Washington, D.C.

If the claimant is not satisfied with the amount awarded by the board it is his privilege to appeal the matter to the Secretary of War with such additional statement of facts as he may care to present.

After the claim is finally prepared and has received the signature of the Secretary of War as to the propriety of payment, it is forwarded by the Director of Finance to the Auditor of the War Department who then audits the claim as filed and finally makes payment or refuses it in whole or in part as the case may be.

The Army regulation known as Changes 87 and embodying the present form of paragraph 726 may be obtained in printed form from the Claims Branch, Office of the Director of Finance, Munitions Building, Washington, D.C. (*Add heading to Table of Contents.*)

79G. *Pay of Enlisted Men Doing Road Work.*

Section 9 of the Act of Congress approved February 28th, 1919, provides as follows:

That no officer or enlisted man of the Army, Navy or Marine Corps shall be detailed for work on the roads which come within provisions of the Act except by his own consent: And provided, further, That the Secretary of Agriculture through the War Department shall ascertain the number of days any such soldiers, sailors, and marines have worked on the public roads in the several states (other than roads within the limits of cantonments or military reservations in the several states) during the existing war and also the location where they worked and their names and rank, and report to Congress at the beginning of its next regular session: Provided further, That when any officer or enlisted man in the Army, the Navy, or the Marine Corps shall have been or may be in the future detailed for labor in the building of roads or other highway construction or repair work (other than roads within the limits of cantonments or military reservations in the several states), during the existing war, the pay of such officer or enlisted man shall be equalized to conform to the compensation paid to civilian employees in the same or like employment and the amount found to be due such officers, soldiers, sailors, and marines, less the amount of his pay as such officer, soldier, sailor or marine, shall be paid to him from the 1920 appropriation herein allotted to the States wherein such highway construction or repair work was or will be performed.

Under this Act the Adjutant General has placed the matter of receiving claims in the hands of the Director of Finance and claims should be addressed to the Claims Branch, Settlements Division, Office of the Director of Finance, Munitions Building, Washington, D.C.

Claimants must file a suitable bill covering the amount they claim and a detailed statement of the hours and days they were engaged in road construction outside of a military reservation and places where this work was performed, all of which must be accompanied by an affidavit as to its correctness. When these claims are in proper form they are to be referred to the Adjutant General for the purpose of having them verified by officers in the service. The form of bill with affidavit prepared by the Director of Finance is as follows:

AFFIDAVIT AND CLAIM FOR WORK ON ROADS

Authorized by Section 9, Act approved February 28, 1919.

UNITED STATES

To.....Dr.

Serial No.....Rank.....

of.....of *Army / Navy / Marines

For work performed on road construction outside of a military reservation as set forth in the affidavit below,

.....days.....hours, @ $.....per day,

Total wages at civilian rates $.....

Pay received $.....

Total claim $.....

.....
.....
} ss.

Before me, the undersigned authority, personally appeared....., the claimant above named, who being duly * (sworn affirmed) according to law, deposes and says that while a member of the above organization he performed road work outside of a military reservation as follows:

1. Place or places where work was done.....

.....

2. Nature and description of work.....

.....

3. Ordinary civilian pay for such work $.....per day.

4. Dates of such work, with detailed statement of the hours and days employed.

.....

.....

5. Rate of pay of claimant at time road work was performed $.....

Pay received for days and hours when road work was performed $.....

Signature of Claimant.....

Address of Claimant: Street.....

*affirmed City.....State.....

Subscribed and sworn to before me this.....day of.....

A.D. 1919, in the City of.....State of.....

My commission expires.....

.....

*Notary Public, or Summary Court Officer.

*STRIKE OUT WORDS NOT APPLICABLE.

NOTE: If blank spaces on this form are too small, attach additional sheets showing details under each paragraph number.

These forms may be prepared locally in each case by the Home Service Section or the claimant and forwarded as above directed. After the Adjutant General has had the claim thus presented to him, carefully investigated by officers in his department and the proper adjustments made, he will then certify the same to the Secretary of Agriculture for payment in accordance with the Act of Congress.]

(*Add heading to Table of Contents.*)

Chapter II

The War Risk Insurance Act

N.B.—The information appearing in this chapter has been carefully compiled from the most reliable available sources, i.e., the Act of October 6, 1917, as amended, and regulations, instructions, and decisions relative thereto, promulgated by proper authority, and after consultation with various responsible officials in the Bureau of War Risk Insurance and War and Navy Departments. It is believed to be accurate and reliable but it is not an official statement of the Bureau of War Risk Insurance. Much of this information will doubtless be changed from time to time by new regulations and decisions of the Bureau of War Risk Insurance.

IN GENERAL

80. *History of the Act.* The Act of Congress approved September 2, 1914 (amended October 6, 1917, and June 25, 1918), known as the War Risk Insurance Act, makes certain provisions for the payment of allotments and allowances to the families and dependents of enlisted men, for the payment of compensation to disabled members of the military and naval forces, or to their families in the event of their death, and for the insurance of members of the military and naval forces against permanent and total disability or death. A copy of this law is printed in the Appendix (par. 605), and should be read in conjunction with information concerning it.

As to men now in the service, this Act supersedes the six months' gratuity act of the Army and Navy and existing pension laws for claims accruing after October 6, 1917. The first payments of family allowances were made about December 15, 1917. Payment of family allowances may not continue more than one month after the termination of the present war emergency. (Act, sec. 204.)

81. *Changes in War Risk Insurance Act Since Previous Edition of Handbook.* The following is a brief summary of the most important

changes effected by the amendments of June 25, 1918, without giving the full context of the provisions concerned:

(1) It simplifies the making of compulsory allotments by providing, subject to some limitations, that "the monthly compulsory allotment shall be $15," thus substituting a flat rate for the former complicated requirement, and reducing the amount of the compulsory allotment where the man's pay exceeded $30 per month. (Act, sec. 201, 2nd par.)

(2) It simplifies the making of voluntary allotments to class B relatives by providing, subject to some limitations, that to get the family allowance a man need allot only a flat rate of $15, if he is not making a compulsory allotment, and of $5 if he is making a compulsory allotment, thus reducing the amount necessary to procure an allowance for class B. (Act, sec. 206.)

(3) It includes within the definition of the term 'parent' a 'father through adoption' and a 'mother through adoption'. (Act, sec. 22, 2nd par., 4.)

(4) It strikes out the restriction that a dependent mother must be 'widowed' in order to receive compensation, and it provides that a dependent father may also receive compensation. If the son dies, the compensation to a dependent father is to be the same as to a mother, namely, $20. If both father and mother are dependent and survive the deceased, they will receive $30 jointly. If the son is disabled, the compensation for each, if dependent, will be $10. (Act, secs. 301, 302.)

(5) It relieves a man who is making a compulsory allotment to a wife or child from making any allotment to a former wife divorced, but instead gives the latter a family allowance of $15, provided she has not remarried and has been decreed alimony. Similarly, it provides a family allowance of $15 to a divorced wife to whom a man is making a compulsory allotment. (Act, sec. 201, 3d par., and sec. 204, 3d par.) See limitations in par. 108.

(6) Where it is the wife that has enlisted it provides the same family allowance to a husband and children as in the case of a man to a wife and children, provided she makes an allotment of $15, but the allotment is not compulsory and dependency must exist (Act, sec. 204, 4th par.), and, as in the case of a man, if she is making this $15 allotment, she need only allot $5 to obtain the allowance for the other class B relatives. (Act, sec. 206.)

(7) It changes the amount of compensation to a widow and two children from $47.50 to $42.50. (Act, sec. 301.)

(8) It provides that no compensation shall be payable to a dependent mother or father "if the dependency arises more than five years after the death of the person." (Act, sec. 301.)

(9) For purposes of compensation it includes a widower within the definition of the term 'widow' whenever "his condition is such that if the deceased person were living he would have been dependent upon her for support" (Act, sec. 301) and includes a husband within the definition of the term 'wife' if he is dependent upon her for support. (Act, sec. 302.)

(10) It makes automatic insurance payable to the mother of the deceased (if there is no widow or child surviving him) irrespective of whether the mother is widowed, and if there is no mother surviving the deceased, then to his father. (Act, sec. 401.) See pars. 201, 202.

(11) It provides that "the discharge or dismissal of any person from the military or naval forces on the ground that he is an enemy alien, conscientious objector, or a deserter, or as guilty of mutiny, treason, spying, or any offense involving moral turpitude, or willful and persistent misconduct shall terminate any insurance granted on the life of such person under the provisions of article 4, and shall bar all rights to any compensation under article 3 or any insurance under article 4." (Act, sec. 29.)

(12) It provides in reference to compensation that a man "shall be held and taken to have been in sound condition when examined, accepted, and enrolled for service." (Act, sec. 300.) See par. 145.

(13) It provides that the amount of monthly payments of allotments, allowances, and compensation "shall be determined according to the family conditions existing on the first day of the month." (Act, secs. 210, 302.) This is intended to avoid the necessity of prorating.

As to items 4, 10, and 12 above, the act reverts back to October 6, 1917; as to items 3, 7, 8, 9, and 11, it took effect at once; but as to 1, 2, 5, and 6, it became operative on July 1, 1918. Item 13 took effect at once in compensation cases and on July 1, 1918, in allowance cases. As to items 4 and 10, see also footnotes to Act, secs. 301 and 401, Appendix, par. 605.

Several changes in procedure under the Act went into effect July 1, 1918. On that date, the Bureau ceased to pay allotments not carrying allowances, except compulsory allotments to Class A relatives, and also ceased to pay the excess above the amount of allotment necessary to secure an allowance in cases where the allotment did carry an allowance, thus leaving for the Bureau to pay only allotments of $5 or $15. For this reason it became necessary on the date named for men to make new allotments through the various service departments to cover the allotments so dropped by the Bureau. (See par. 63.) Thus, if a soldier, prior to July 1, 1918, had allotted $15 per month to his mother to whom no allowance was made, this allotment was dropped by the Bureau on July 1, 1918, and could be continued only by a new allotment made through the man's service department, or by a new allotment through the Bureau on Form 1–B, asking for an allowance to his mother as a dependent. The former allotment on Form 1–B may not be revived. If a man, prior to July 1, 1918, had made an allotment of $18 per month to his wife, the $3 excess above the compulsory amount of the allotment was dropped on July 1, 1918, and could only be continued by a fresh allotment of $3 monthly, made by the man through his service department. Hence the amount received by Class A beneficiaries was in many instances reduced, but not wholly discontinued, after July 1, 1918.

82. *Opportunities for Home Service Workers.* Home service workers should be prepared not only to furnish information about the Act, but

should also be able to assist men and their families in securing the benefits which the Act provides.

As to specific home service in connection with allotments and allowances, see particularly pars. 121, 122, and 124.

As to home service in connection with compensation benefits, see par. 168.

As to home service in influencing men to take out insurance, and thereafter to keep it in force, see par. 174.

A Red Cross duty to render financial assistance may arise where the family income, supplemented by the allotment and allowance payments under the Act, is insufficient to maintain proper standards of living or where such payments have been unduly delayed. (See A R C 201, Chapter II.) No effort should be made to take any assignment of the delayed allotment and allowance payments as security. (See par. 92.)

83. *Things Public may Do to Assist the Bureau of War Risk Insurance.* The following, based upon an announcement issued by the Bureau of War Risk Insurance, is a list of things the public may do to assist the Bureau:

(1) Notify the Bureau of War Risk Insurance immediately of any change in the family status, such as death of a beneficiary or birth of a child.

(2) Every person receiving checks from the Bureau should notify the Bureau immediately of any change in address, giving in each case the old address and the new address in full. Many thousands of letters are returned to the Bureau daily because of failure to forward this information, thus causing considerable delay in the distribution of Government checks.

(3) In cases where it is found necessary to correspond directly with the Bureau, the writer should be sure to give his or her own full name and post office address, full name, rank, and organization of the soldier or sailor concerned, and the army serial number, if possible. (See form letter in par. 122.)

(4) In all correspondence use a clear, legible handwriting, preferably print handwriting. In referring to soldiers or sailors be sure to give full name (initials are not enough) and army serial number, if available. (See model heading of form letter in par. 122.)

(5) Do not write to the Bureau of War Risk Insurance acknowledging receipt of a check. (See par. 139.)

(6) Do not write the Bureau to have the insurance certificate sent to you, if your son has taken out insurance. (See par. 190.)

(7) Wherever practicable, determine from the man whether an allotment has been made before applying to the Bureau for an allowance which can be granted only on the basis of this allotment.

(8) Do not write to the Bureau concerning any allotment which the enlisted man has made in excess of the allotment required by law as a condition to the award of an allowance. All excess allotments and all voluntary allotments which do not carry

Government allowances, including allotments made to relatives outside the permitted class, will be carried not by the Bureau but by the service department in which the man is enlisted. Correspondence should be addressed directly to such service department—Allotments Branch, Pay of the Army Division, Director of Finance, United States Army, Washington, D. C., in the case of the Army; Navy Allotment Officer, Washington, D. C., in the case of the Navy or Marine Corps; and Captain Commandant, U. S. Coast Guard, Washington, D. C., in the case of the Coast Guard.

84. *Employment of Paid Attorneys to Prepare Papers and Present Claims.* The Act (sec. 13) permits payment of an attorney's fee not exceeding $3 for preparation of papers in any one case, but forbids the recognition of attorneys in the presentation or adjudication of allotment and allowance, compensation, or insurance claims except where an action is brought against the United States to collect an insurance claim as to which there has been a disagreement between the Bureau and the beneficiary. Sec. 13 limits the fee for bringing such action to not more than five per centum of the amount recovered, provides punishment for violating provisions of the Act respecting fees, and makes it a misdemeanor to even solicit employment in violation of the Act.

Home service sections should make clear their readiness and ability to render advice and to assist in the preparation and execution of necessary papers and should also point out that the employment of paid claim agents is in most instances unnecessary and may be illegal. Claimants should be particularly admonished against the employment of professional claim agents who seek employment and whose services are unnecessary in Washington itself. In most instances, home service sections can gratuitously render equally efficient service either directly or through Division Headquarters or through the National Headquarters of the Red Cross in Washington.

85. *How Marriage of Claimant to Soldier is Proved.* Marriage of the claimant to the soldier may be shown:

(1) By a duly verified copy of a public or church record; or
(2) By the affidavit of the clergyman or magistrate who officiated; or
(3) By the testimony of two or more eye-witnesses to the ceremony; or
(4) By a duly certified copy of the church record of baptism of the children; or
(5) By the testimony of two or more witnesses who know that the parties lived together as husband and wife, and were recognized as such and who shall state how long, within their knowledge, such relation continued. (See Appendix, par. 607.)

Marriages must in compensation and insurance cases be proved to be legal marriages according to the law of the place of residence of the parties at the time of the marriage or when the right to compensation

or insurance accrued. In allotment and allowance cases, marriage is conclusively presumed, in the absence of proof that there is a legal spouse living, if the man and woman lived together in the openly acknowledged relation of husband and wife during the two years immediately preceding the date of the declaration of war, or the date of enlistment or of entrance into or employment in active service in the military or naval forces if subsequent to the declaration of war. (Act, sec. 22.) See paragraph 104.

86. *Definitions.* The Act itself and various rulings of the Treasury, War, and Navy Departments, define, for the purpose of its interpretation alone, the meanings of certain terms used in the Act. These definitions should be kept clearly in mind in construing the Act:

'Military or naval forces' means the Army, the Navy, the Marine Corps, the Coast Guard, the Naval Reserves, the National Naval Volunteers, and any other branch of the United States service while serving pursuant to law with the Army or the Navy.

'Commissioned officer' includes a warrant officer, but includes only an officer in active service.

'Man' or 'enlisted man' means a person, male or female, enlisted, enrolled, or drafted into active service in the military or naval forces of the United States, and includes non-commissioned and petty officers and members of training camps authorized by law. Enlisted men include field clerks of the Quartermaster Corps, army field clerks, students in aviation camps who are enlisted men, male nurses who are enlisted men of the Medical Department and members of the Students' Army Training Corps. Yeowomen in the Navy *are* enlisted men, but members of the Army Nurse Corps (female) and Navy Nurse Corps (female) are *not* enlisted men.

'Injury' includes disease.

'Pay' means the pay for service in the United States according to grade and length of service, excluding all allowances.

'Pay' in the Army and Marine Corps for the purpose of the Act of October 6, 1917, includes (*a*) base pay, with the increase thereof granted by section 10 of the Act of May 18, 1917; (*b*) continuous-service pay; and excludes all other forms of pay, such as extra-duty pay, pay for marksmanship, rated positions, certificate of merit, aviation increase, foreign-service pay.

'Pay' in the Navy for the purpose of the Act includes (*a*) base pay as shown in Article 4427 (5) Navy Regulations, 1913; (*b*) 10 per cent increase in pay authorized by the Act of May 13, 1908; (*c*) increased pay for chief petty officers holding permanent appointments (Article

4427 [18] Navy Regulations); (*d*) continuous-service pay (Article 4427 [23] Navy Regulations); (*e*) increases authorized by General Order No. 34, November 27, 1906 (Article 4427 [25] Navy Regulations); (*f*) increase in pay authorized by Act of May 22, 1917.

'Child' is limited to an unmarried person either under eighteen years of age, or of any age, if insane, idiotic, or otherwise permanently helpless, and includes, under certain conditions, a step-child, adopted child, and illegitimate child. (Act, sec. 22, 2nd par. [1], [a]–[d].) But a child of any age, married or unmarried, may be a beneficiary of Government insurance issued under Article IV of the Act. (See par. 187.)

'Parent' includes a father or mother, grandfather or grandmother, step-father or step-mother, adopted father or adopted mother, either of the person in the service or of the spouse, but does not include a foster-parent. It includes the father or mother of a spouse deceased but not of a spouse divorced. [It includes the mother of an illegitimate child in all cases, and the father of an illegitimate child, if the father "shows that the family relationship usual between parent and child existed between him and the child at the time the child entered the service." (T.D. 43 W.R.)]

'Brother' and 'sister' include brothers and sisters of the half-blood as well as those of the whole blood, step-brothers and step-sisters, brothers and sisters through adoption. [Children of the same mother, whether legitimate or illegitimate, shall be deemed brothers and sisters to each other as the case may be, within the meaning of the terms "brother" and "sister." (T.D. 43 W.R.)]

'Enlistment' includes voluntary enlistment, draft, and enrollment in active service in the military or naval forces of the United States.

87. *Persons Within the Act.* Provisions as to allotments and allowances, compensation, and insurance apply to all enlisted men in the military and naval forces of the United States (see par. 86 for definition of 'enlisted men'), members of training camps authorized by law, and enlisted men on the retired list who are ordered to active duty by the War Department or Navy Department, members of the Students' Army Training Corps, the personnel of the Lighthouse Service transferred to the service and jurisdiction of the War and Navy Deparments by executive order pursuant to Act of August 29, 1916.

The following persons are within the provisions as to compensation and insurance but not within the provisions as to allotments and allowances: Commissioned officers, [Philippine Scouts, the insular force of the Navy, the Samoan Native Guard and band,] members of

Army Nurse Corps (female), and members of Navy Nurse Corps (female) when employed in the active service under the War Department or Navy Department, officers of the Public Health Service when detailed for service with the Army or Navy, and officers on the retired list who are ordered to active duty by the War Department or Navy Department.

88. *Persons Not Within the Act.* The Act does *not* apply to the following persons: Cadets at West Point and midshipmen of Annapolis who are not assigned to active service, cadets at the Coast Guard Academy and cadet engineers in the Coast Guard who are not assigned to active service, men in the Russian Railway Service Corps, draftsmen in the Engineer Corps, so-called field clerks in the Engineer Corps, civilian field clerks of the Signal Corps, postal agents sent to France by the Post Office Department to handle field mail for the troops, contract surgeons, and contract nurses.

[The provisions of the Act regarding allotments and allowances do not apply to the Philippine Scouts, the insular force of the Navy, and the Samoan Native Guard and band, but it is now held that the rest of the Act does apply to these organizations.]

89. *Payments to a Minor or Person Mentally Incompetent.* Allotments and allowances under the Act due individually to minors (*e.g.*, where children alone are in Class A or where there has been an apportionment of the allotment between the mother and the children) or to adults who are mentally incompetent, must be paid to some adult person who is legally vested with their responsibility or care. This will be the legal guardian, if one has been appointed, though such appointment is not always necessary. The legal guardian, or, if there be no legal guardian, the adult person who has rightfully been given the actual custody of the child and is properly caring for it should be named by the allotter to receive the payments.

Compensation or insurance due to minors individually or to adults who are mentally incompetent, will be paid only to a legally appointed guardian or curator, though practice may not always conform to this statement in cases of compensation and automatic insurance.

In the case of a soldier who has become insane, no guardian or curator need be appointed until it has been definitely determined that he is entitled to compensation.

90. *Protection of Soldiers' Insurance with Private Companies.* The provisions of the Act on this question (sec. 24) are supplemented by more extended provisions of Article 4 of the Soldiers' and Sailors' Civil Relief Act. (Appendix, par. 606.) See paragraph 308.

91. *Punishment for Making Fraudulent Claims.* One who in any claim for family allowance, compensation, or insurance, or in any document required by the Act or by any regulation made under the Act, makes any statement of a material fact, knowing it to be false, is guilty of perjury and may be punished by a fine of not more than $5,000 or by imprisonment for not more than two years, or both.

If anyone entitled to payment of a family allowance or compensation, whose right to such payment ceases upon the happening of any contingency, thereafter fraudulently accepts such payments, he may be punished by a fine of not more than $2,000, or by imprisonment of not more than one year, or both.

Anyone who obtains or receives any money, check, allotment, family allowance, compensation, or insurance, without being entitled thereto, with intent to defraud the United States or any person in the Military or Naval forces of the United States, may be punished by a fine of not more than $2,000, or by imprisonment of not more than one year, or both. (Act, sec. 25–27.)

92. *Assignment of Payments—Creditors—Taxation.* The allotments, family allowances, compensation, and insurance payable under the Act are not assignable and not subject to claims of creditors or to taxation. They are subject to claims which the United States may have under the Act against the person on whose account the allotments and family allowances, compensation, or insurance is payable. (Act, sec. 28.)

93. *Effect of Discharge or Dismissal from the Service.* Rights to compensation or insurance are terminated by discharge or dismissal from the military or naval forces on the ground that one is an enemy alien, conscientious objector, a deserter, or is guilty of mutiny, treason, spying, or any offense involving moral turpitude, or willful and persistent misconduct (Act, sec. 29), but being *charged* with desertion will not terminate compensation or insurance rights. As to effect of discharge upon allotments and allowances, see paragraphs 128, 129, and 130 of this Handbook. As to effect of dishonorable discharge upon insurance, see paragraph 198 (3). As to effect of dishonorable discharge upon compensation, see paragraph 170 (7).

94. *Duplicate Checks.* Instructions as to what should be done when a check from the War Risk Insurance Bureau for a payment under the Act has been lost, may be secured upon application to the Division Director of Civilian Relief, or by writing to Disbursing Officer, Bureau of War Risk Insurance, Treasury Department, Washington, D.C., asking for Form 1343, on which appear instructions.

95. *Disposition of Accrued Allotment and Allowance, Compensation or Insurance After Death of Allottee or Beneficiary.* The Comptroller of

the Treasury has decided that checks for accrued allotment and allowance, compensation, or insurance, which the allottee or beneficiary had not cashed at the time of his or her death do not become a part of the general assets of the decedent's estate and must be returned to the Bureau. The personal representative of the deceased has no power to cash these checks.

Under the Comptroller's decision, the amount of the accrued allotment and allowance, compensation, or insurance represented by such uncashed checks, may be applied toward the payment of the funeral expenses, expenses of last illness, board, rent, or other household expenses for which the decedent was liable. In order to procure the application of such funds for the purposes named, one person should at one time send all bills for these purposes to the Bureau, accompanied by a voucher (Form 927, see Appendix, par. 614) filled out by such person. The itemized bills presented with the voucher may be either paid or unpaid. Each bill that has been paid must be receipted by the person who rendered the services or furnished the supplies covered by the bill. On each unpaid bill there must be a waiver of all claim against the fund. Each bill, in addition to being itemized, should also show by whom it was paid, or who is held responsible for payment, and should contain the name of the allottee or beneficiary for whom the expense was incurred or services rendered. The full amount of each bill will be paid only in case the accrued allotment and allowance, or compensation, or insurance is sufficient to cover all of the bills presented with the voucher. If insufficient to pay all of the bills, the same proportion of each bill will be paid. Thus, if bills for $50, $30, and $20, respectively, were attached to the voucher, and the accrued and unpaid allotment and allowance, or compensation, or insurance was $40, each creditor would receive 40 per cent of his claim, the $50 creditor being entitled to $20, the $30 creditor to $12, and the $20 creditor to $8. For the balance each creditor would be required to seek some other source of payment. One check for all bills will be sent directly to the person seeking reimbursement, who will be responsible for the distribution of the whole fund in the proportion of each creditor's bill.

The form of voucher provided for such cases, filled out to cover a typical case of allotment and allowance due and unpaid, with forms for both paid and unpaid bills with proper notations, will be found in Appendix, par. 614.

ALLOTMENTS AND ALLOWANCES

96. *What Allotments and Family Allowances Are.* An allotment is either a compulsory or a voluntary deduction from the pay of one in active military or naval service of a certain monthly amount, which is paid by the Government directly to the person designated, who is known as the allottee. A family allowance is an amount paid by the Government itself to persons within certain classes in addition to the allotment made by the enlisted man from his pay. It is intended for their support during the period that the enlisted man is in service.

97. *To Whom Allotment and Allowance Provisions Apply.* See pars. 87 and 88, *supra.*

98. *Compulsory Allotments.* The Government causes $15 per month (subject to exceptions stated in par. 108) to be deducted as a compulsory allotment from the pay of each person in active military or naval service to whom the provisions as to allotments and allowances apply, who has a wife or a child, or a former wife divorced who has not remarried and to whom alimony has been decreed, unless the allotment is waived by the allottee or an exemption from the allotment has been granted. The persons named above, to whom an allotment is compulsory, are designated by the Act as Class A relatives (sec. 204). The amount of the compulsory allotment is independent of the enlisted man's rank or pay and is the same whether there be one only or be several persons within the group of persons named whose existence makes an allotment compulsory. If an allotment for a wife or a child has been made, the divorced wife is not entitled to an allotment. (Act, sec. 201.)

A wife will not be deprived of her allotment by reason of the existence of children of a deceased wife who are not living with the present wife, though in such case, the allotment may be apportioned between the wife, on one hand, and her step-children in separate custody, on the other hand. (See par. 111.)

As to limitations on amount of allotment to a former wife divorced or to a wife living apart under a court order or written agreement or to an illegitimate child, see par. 108.

99. *Compulsory Allotments to Children in Custody of Divorced Wife.* A compulsory allotment for children in the custody of a divorced wife to whom no alimony was decreed is necessary. The fact that under such circumstances an allotment for the divorced wife is not required, does not preclude the necessity for an allotment for the children in her

custody, unless there has been a waiver or exemption has been granted. The fact that the custody has been granted to the mother may, under existing practice, in the sound discretion of the Bureau, be a ground for exemption depending largely upon whether the children are in want. (See par. 123.)

100. *Voluntary Allotments Distinguished from Compulsory Allotments.* Subject to the compulsory allotment to his wife, child, or former wife divorced who has not remarried and to whom alimony has been decreed, the enlisted man may make voluntary allotments either for his wife, children, or former wife divorced in addition to the compulsory allotment, or for a parent, grandchild, brother or sister (designated by the Act as Class B relatives), or for any one else, or for payment of insurance premiums or the purchase of Liberty Bonds. It is important to understand that the allotment to the wife, child, or former wife divorced, is *compulsory*, while all additional allotments are voluntary—depending solely upon the man's own wishes in the matter.

All compulsory allotments and such voluntary allotments as carry family allowances are paid through the Bureau of War Risk Insurance. All other voluntary allotments, including any amounts allotted to members of either Class A or Class B in excess of the amount necessary to procure the family allowance, are paid through the respective service departments. (See pars. 63 and 64.)

101. *Allotments through Service Departments—Officers' Allotments.* (See pars. 62–64.)

102. *Discontinuance or Reduction of Allotments.* An enlisted man may neither discontinue nor reduce his compulsory allotment. Only by procuring an exemption or by waiver may he avoid its deduction from his pay.

Voluntary allotments made by a man through his service department or through the Bureau of War Risk Insurance may be discontinued at any time. If made through his service department, a voluntary allotment may be reduced whenever and to whatever extent the man may desire, but, if made through the Bureau, a voluntary allotment may not be reduced below $15 or $5, depending upon whether the allotter was paying a Class A allotment.

103. *Family Allowances—Who may Receive—Class A and Class B Beneficiaries.* Persons to whom the Government will pay family allowances are divided into two classes known as Class A and Class B respectively. Class A relatives include the wife and children of the enlisted man and also a former wife divorced if she has a decree for

alimony and has not remarried. Class B relatives include a parent, grandchild, brother, or sister. (For definitions of these terms, see par. 86.) Differences in the amounts of the family allowances and requirements as to procurement between Class A and Class B beneficiaries, respectively, are pointed out subsequently.

104. *Presumption of Marriage from Living Together for Two Years.* In the administration of allotments and family allowances under the Act, marriage will be conclusively presumed, in the absence of proof that there is a legal spouse living, if the man and woman have lived together in the openly acknowledged relation of husband and wife during the two years immediately preceding the declaration of war or the date of subsequent entrance into active military or naval service. (Act, sec. 22 [5].) It is not necessary that there be either a ceremonial marriage or a common-law marriage if there is compliance with the provisions stated above. Thus, if the relationship of the man and the woman did not constitute a common-law marriage under the laws of the jurisdiction where they lived, yet if the proviso here discussed is satisfied, the allotment and allowance provisions apply.

105. *Dependency of Class A Beneficiaries Unnecessary.* Class A beneficiaries are entitled to the family allowance fixed by the Act whether or not they are dependent upon the enlisted man for support, but payments will not be made unless the allowance is asked for, either by the enlisted man or the Class A beneficiaries, or some one on their behalf, and unless the required allotment is made.

106. *Maximum Family Allowance.* The total of the family allowances which will be based upon the allotments made by any one man is $50 per month. It is possible, however, that the aggregate family allowance to one person may exceed $50 per month where such allowance is based upon the allotments of more than one man. (See par. 117.)

107. *Amount of Allowances to Class A.* The amounts of the monthly family allowances fixed by the Act for Class A relatives are (subject to limitations stated in par. 108) as follows:

Class A. In the case of a man:

(*a*) If there is a wife but no child, $15.

(*b*) If there is a wife and one child, $25.

(*c*) If there is a wife and two children, $32.50, with $5 per month additional for each additional child.

(*d*) If there is no wife, but one child, $5.

(*e*) If there is no wife, but two children, $12.50.

(*f*) If there is no wife, but three children, $20.

(*g*) If there is no wife, but four children, $30, with $5 per month additional for each additional child.

(*h*) If there is a former wife divorced who has not remarried and to whom alimony has been decreed, $15. (See par. 108.)

It should be borne in mind that Class A allowances are made without reference to dependency and are conditioned upon a compulsory allotment.

108. *Limitation as to Former Wife Divorced and Illegitimate Child—Lump Sum Alimony.* Neither the compulsory allotment alone, nor the allotment and allowance combined, shall exceed the amount agreed upon or decreed in the case of a wife living apart under a court order or written agreement, or exceed the amount of alimony decreed in the case of a former wife divorced, or exceed the amount of support decreed in the case of an illegitimate child. (Act, sec. 205.) The compulsory allotment is first applied and then such part of the allowance as may be necessary to satisfy the decree or agreement.

In a case where there is not only written acknowledgment of paternity of an illegitimate child but also a court decree for a smaller sum per month than the amount of the allotment and allowance for a child as specified in the Act, there is at present a difference of opinion as to whether the allotment and allowance to such child should be limited to the monthly amount fixed in the court decree or should be the full amount of allotment and allowance specified in the Act for a child. That is, if the court decree fixed the man's contribution to his illegitimate child at $10 per month, but the amount to which the child would be entitled under the Act, but for the decree, would be $20 per month, it is unsettled whether the Bureau's award will be $10 per month or $20 per month, though it would seem that the words of the Act do limit the award to the amount decreed.

If a wife is living separate and apart from her husband under an oral agreement fixing the amount her husband shall contribute to her support, or if she is living separate and apart under a court order or written agreement fixing no amount she is entitled to the compulsory allotment and allowance, though such separation may be deemed by the Bureau a ground for exemption from compulsory allotment.

Where the alimony has been decreed as a lump sum instead of so much per month, the sum to which the former wife divorced is entitled under the Act will be applied monthly on the lump amount until the entire sum is paid. Thus, if the man has not remarried and there are no children, the former wife divorced would receive $30 per month

for twenty months in case the alimony were $600. Care must be exercised to distinguish between alimony decreed in a lump sum and a lump sum decreed as a division of the joint property of the man and wife. The latter is not covered by the Act.

109. *Allowance to Former Wife Divorced Subordinated to Allowance to Wife and Children.* The right of the former wife divorced is subordinated to that of the present wife and child. For example, if the entire amount of the allowance to which the present wife and children are entitled equals the maximum allowance permitted by the law, *i. e.*, $50, the former wife divorced gets nothing. Or, if the enlisted man has a wife and four children, an allowance amounting to $42.50 per month is paid the wife and only $7.50 per month allowance, the difference between $42.50 and the $50 maximum, remains for the former wife divorced. If the enlisted man has six children and a wife, there would be nothing remaining for the divorced wife. (Act, sec. 205.)

110. *Amount of Allotment and Allowance Determined by Family Conditions on First of Month.* The amount of each monthly allotment and allowance is determined (except during the month of enlistment or of death or discharge), according to the family conditions existing on the first day of the month (Act, sec. 210). For example, if an unmarried soldier marries on August 10, the compulsory allotment will begin September 1, and the first allotment and allowance check should reach the wife in October, or if a soldier has a wife and three children and one child dies August 10, there will be no reduction in the allowance for August, but the allowance will fall from $37.50 as it was in August to $32.50 in September.

111. *Apportionment Among Members of Class A.* An enlisted man cannot control the method of payment of his compulsory allotment and allowance based thereon. It will be paid to the wife for herself and children, if the children are in her custody. Where the children are not in the custody and care of the soldier's wife, it may be necessary to apportion the allotment and allowance between the wife and the children respectively. (Act, sec. 208.) The rules relative to apportionment of allotment for Class A and the family allowance as between the wife and children, and as between children, are as follows:

(1) *Apportionment of Allotment.* The compulsory allotment for a wife and children shall, whenever necessary, be apportioned as between the wife and children as follows:

When there is a Wife and	*Portion for Wife*	*Portion for Children*
1 child	3/5	2/5
2 children	6/13	7/13

When there is a Wife and	*Portion for Wife*	*Portion for Children*
3 children	2/5	3/5
4 children	6/17	11/17
5 children	6/19	13/19
6 children	2/7	5/7
7 children	6/23	17/23
8 children	6/25	19/25
9 children	2/9	7/9
10 children	6/29	23/29

As between the children the compulsory allotment shall, whenever necessary, be divided in equal shares.

(2) *Apportionment of Family Allowance.* If the allotment is apportioned, the family allowance granted shall be apportioned between the wife and children on the basis of $15 for the wife and the remainder for the children; but if there are six or more children the family allowance shall be apportioned between the wife and the children in the same manner as the compulsory allotment. As between children the family allowance shall, whenever necessary, be divided in equal shares.

(3) *Apportionment where there is a Wife living Separate and Apart from her Husband and Entitled to a Specified Amount under Court Order or Written Agreement.* Where the apportionment is between a wife, who is living separate and apart from her husband under court order or written agreement, but is not divorced, and children, the sum paid to the wife shall not exceed the amount specified in the court order or written agreement to be paid to her. The allotment apportioned to her shall be applied first towards making up the amount specified in the court order or written agreement. If the allotment apportioned to her is not sufficient to make up the amount so specified, then such part of the family allowance as may be required to make up the amount specified shall be apportioned to her. If any part of the allotment apportioned to her is not required in making up the amount specified in the court order or written agreement to be paid to her, it shall be divided among the children in equal shares.

112. *Who Are Class B Beneficiaries.* Class B beneficiaries include a grandchild, a parent, brother, or sister dependent upon the enlisted man for support. (See definitions of these terms in par. 86.) The husband and children of a woman are also Class B beneficiaries whose dependency must be established.

113. *Who Are Dependents.* Section 206 of the Act provides "that family allowances to members of Class B shall be paid only if and while the members are dependent in whole or in part on the enlisted man." A regulation of the Treasury Department states that "for the purposes of the War Risk Insurance Act a person is dependent in whole or in part upon another when he is compelled to rely, and the relations between the parties are such that he has a right to rely in whole or in part, on the other for his support." It should be noted that the dependency of members of Class B may be either "in whole

or in part," and therefore any degree of dependency is sufficient. [A regulation of the Bureau of War Risk Insurance, issued February 12, 1919, rescinds all previous conflicting regulations and describes the conditions which determine dependency of Class B relatives as follows:

(1) *General Statement.* The purpose of the War Risk Insurance Act is to provide assistance to the family of any enlisted man in lieu of that previously rendered by him, which assistance is necessary to support the family. The assistance previously rendered by the enlisted man in the nature of habitual contribution may have been either in money or service. Assistance is due from the Government in the event that the family is dependent in whole or in part thereon.

(2) *Habitual Contribution.* The enlisted man, for a period not exceeding twelve months prior to entering the service, must have contributed to the allottee a monthly amount at least equal to the allotment plus the family allowance. When the habitual contribution of an enlisted man who lived at home covered payment for board and lodging, a deduction of $10 per month may be made from such contribution in determining whether the contribution is sufficient to sustain the family allowance. Contributions by the enlisted man for the purpose of making payments on real estate purchased by the allottee but neither used nor to be used as a home by the allottee shall not be considered as contributions because of dependency. The payment by the enlisted man of monthly payments or interest upon the indebtedness on a home purchased by the allottee shall be considered as contributions because of dependency, on the theory that it is identical with rent.

When dependency is clearly shown to exist after the enlisted man entered the service and is not due to the allottee's own act and the facts do not conclusively show that dependency existed prior to such entry into the service, it shall be presumed that dependency has arisen subsequent to entry into service, within the meaning of paragraph 3 of Treasury Decision No. 16, and the allowance is payable in the absence of an habitual contribution.

(3) *Dependency.* Dependency on the enlisted man in whole or in part does not exist when Class B relatives have an income sufficient to provide for their reasonable support and maintenance, including clothing and necessary medical treatment.

A presumption of non-dependency exists when the incomes received are as follows:

When the allottee has an income of more than $50 per month or when two members of a family included in the award, living together, have an income of more than $90 per month, with $20 per month additional allowed for each additional member.

In determining the amount of income in a given case, account shall be taken of all income from property of every character owned by the allottee or other person included in the award, earnings of persons included in the award and allotment and allowance awarded them in any prior case. Account shall not be taken of contributions of other members of the family of legal age not included in the award.

This regulation is more liberal than the rules which it supersedes. For example, only $10 need now be deducted as board, in determining the amount of previous habitual contribution. As regards the presumption of non-dependency, $20 per month, instead of $15, is allowed for each additional member of the family beyond two. Moreover, this is only a presumption, and conditions in the family may be shown to be such as to overcome this presumption of non-dependency even though the family income is equal to, or greater than, the amounts stated in the regulation. Furthermore, under this regulation, the allowance will be payable in a greater number of cases, in the absence of previous habitual contribution, where "dependency is clearly shown to exist after the enlisted man entered the service and is not due to the allottee's own act," such as giving up work which the allottee was able to continue.]

It must be borne in mind that previous contributions do not prove dependency, but are important chiefly as fixing a limit upon the amount of allotment and allowance to Class B relatives where dependency arose prior to October 6, 1917, or prior to the allotter's entry into military service. (See par. 116.)

Upon the marriage or remarriage, as the case may be, of a dependent sister or mother who is receiving a family allowance, it will be conclusively presumed in the absence of evidence showing the contrary that dependence on the enlisted man thereupon ceased, and the allowance will for that reason be discontinued from the date of the marriage. The action of discontinuance may be taken upon receipt of information sufficient to show the fact and the date of marriage. Payment of the allotment as awarded or payment of both allotment and allowance to any other beneficiaries included in the award as made in the case will not be disturbed except that if the discontinuance of allowances removes a limitation imposed under paragraph *b* of section 207 of the Act, the allowance to beneficiaries entitled to a family allowance may be increased accordingly.

Where a member of Class B is a public charge in a state institution at no expense to the enlisted man, dependency does not exist.

114. *Voluntary Allotment to Procure Allowance for Class B Dependents.* To get a family allowance for dependents in Class B, a man must make a voluntary allotment of $15 per month if he has not already made a compulsory allotment for Class A beneficiaries, or of $5 per month if he has made such compulsory allotment.

115. *Amounts of Allowances to Class B Dependents.* The maximum amount of the monthly family allowances to Class B beneficiaries as fixed by the Act, are as follows:

Class B. In the case of a man or woman:
(*a*) If there is one parent, $10.
(*b*) If there are two parents, $20.
(*c*) If there is a grandchild, brother, sister, or additional parent, $5 for each.

In the case of a woman, the family allowances for the husband and children are the same in amount as those payable, in the case of a man, to his wife and children, and are conditioned upon dependency and upon a voluntary allotment of $15 by the wife.

116. *Limitation as to Habitual Contribution.* The total monthly allowance to a Class B beneficiary, added to the monthly allotment (either $5 or $15) necessary to procure such allowance, shall not exceed the average sum habitually contributed by the enlisted man to his or her support monthly during the period of dependency but not exceeding a year immediately preceding his enlistment or preceding October 6, 1917. (Act, sec. 207 [*b*]).

If the Class B member became dependent subsequent to both enlistment and October 6, 1917, this limitation as to habitual contributions (Act, sec. 207 [*b*]) is not applicable. Thus, even though the dependency which has arisen both subsequent to enlistment and October 6, 1917, were for an amount less than the amount of the required allotment or the combined allotment and allowance, still such Class B relative would be entitled to the full family allowance of $10 per month in addition to the supporting allotment, because the limitation as to habitual contributions imposed by sec. 207 (*b*) of the Act is not applicable.

Thus, there are two absolute conditions precedent to the right of Class B relatives to receive family allowances: (*a*) A voluntary allotment of the prescribed amount. (See par. 114.) (*b*) Dependency *in whole or in part* on the enlisted man. (See par. 113.) The requirement of sec. 207 (*b*) of the Act is merely a limitation upon the aggregate amount of allotment and allowance where dependency existed before the man entered service or before October 6, 1917, which limitation has no application if the dependency arose subsequently.

Where the contribution of the enlisted man to the support of his parents was in the nature of labor rather than money payments, the amount of his contribution will depend upon the extent and nature of

such labor, and should reflect the rate of wages of that part of the country from which the man comes. From the value of such services should be deducted the value of the board and lodging the man received from his parents. The man's own statement as to the amount of his net contribution will be accepted as *prima facie* correct, but subject to subsequent investigation by the Bureau.

If the enlisted man desires to allot to a Class B dependent an amount in excess of the sum necessary to secure the family allowance, *i.e.*, $15 or $5, he must make this excess allotment through his service department. (See par. 63.) Such excess allotment will have no effect upon the amount of the family allowance.

117. *Allotments and Allowances to Same Class B Relative by More Than One Enlisted Man.* An allowance may be claimed for a mother (or for any Class B dependent) by each of her sons in the service, but, if she was dependent upon them before their enlistment, or prior to October 6, 1917, the amount of former help from them must be shown and she cannot receive on account of any one an allotment and allowance totaling more than she had been habitually getting from him before he entered the service or prior to October 6, 1917. For example, a mother has three sons in the service upon whom she is dependent. Each is a private drawing pay of $30 a month, and having no Class A beneficiaries. If each had regularly contributed a net sum of $15 per month to the support of his mother, the Government would now give nothing. If each had heretofore made a net, habitual contribution of $25 a month, the Government would pay $10 to her on behalf of each man in addition to his allotment of $15. The result would be the same as last stated if each son had habitually contributed more than $25, since $10 is the highest amount payable as a family allowance to a parent as a Class B beneficiary. (See pars. 106, 113.) If, in this case, a fourth son entered the service, it is doubtful whether an allotment by him would secure a further allowance to the mother. This is because the total of $75 a month which she was already receiving, would probably render her no longer dependent, even in part, upon the fourth son.

118. *Apportionment of Allotments Among Members of Class B.* An enlisted man on his Form 1–B may make the allotment to one special member of Class B, such as his mother, or he may apportion it among several named members of Class B, or he may grant it to all members of Class B jointly, bracketing their names, leaving it to the Government to apportion the allotment among them.

If an allotment is apportioned among Class B relatives by the enlisted man himself ($10 to mother and $5 to sister) or is granted by him to Class B relatives jointly, bracketing their names, and allowances are awarded to them, upon the death of one of the allottees the allotment will be paid to the survivor or survivors in order to support the allowance.

An allotment made jointly to two or more Class B relatives will be apportioned among the joint allottees in the proportion of two shares for a parent and one share for each brother, sister, or grandchild.

119. *Family Allowance—Application by Enlisted Man.* Form 1–B is filled out by the enlisted man when he arrives at camp. On it he must name his Class A relatives and must make the compulsory allotment for them. On the same form he should ask for the family allowance for his Class A relatives and may make a voluntary allotment for his Class B relatives, asking for allowances for those who are dependent upon him. No allowances are paid unless the enlisted man makes application at that time or later, or unless the beneficiaries themselves, or some one in their behalf, apply for it later if the enlisted man has not applied. Allotments may be made on Q. M. C. Form 38 (for the Army) or S. and A. Form 6 (for the Navy), if desired (see par. 63), but allowances may not be asked for on those forms.

120. *Applications for Allowance by Class A Relatives.* If the enlisted man has falsely stated on Form 1–B that he has no Class A relatives or has not correctly listed or completely listed his Class A relatives or has not asked an allowance for them or any of them, it becomes necessary for such omitted relatives themselves to apply if they wish the allowance. If the enlisted man has correctly listed the members of Class A and has merely failed to ask for an allowance, then the formal application of the members of Class A needs no supporting evidence. But if he has stated that he has no Class A relatives, or has not correctly listed, or has not completely listed them (*e. g.*, omitted one child or his wife), then the application needs supporting evidence as to persons not listed. The application of the wife for herself and

children must be made on Form 10 following the instructions on the back of A R C Form 667 (Revised) as to supporting evidence. An application on behalf of a child (possibly born since enlistment) or children must be made by its guardian, curator or other authorized person on Form 11, following the instructions on the back of A R C Form 667 (Revised) as to supporting evidence. Where a wife divorced, to whom alimony has been decreed, applies for an allowance, she should use Form 10, carefully following instructions on back of A R C Form 667 (Revised) and on the form itself. For more specific directions with sample forms filled out, see Appendix, pars. 607, 608.

[A claim for compulsory allotment and Government allowance will not be considered nor will a pending claim be adjudicated upon receipt of evidence heretofore called for, after notice has been received that the enlisted man has been discharged from the service, even though the enlisted man, after his discharge, has to his credit a certain sum of money in the office of the Auditor for the War Department or the Auditor for the Navy Department. For example: If affidavits and proofs are received from a wife, child, or former wife divorced, who has been decreed alimony, claiming benefits under the law, and it is found that the enlisted man has been discharged from the service previous to the time action has been taken on such affidavits and proof, the dependent will be advised that the Bureau has no jurisdiction in the matter because of the discharge of the enlisted man.

This ruling only applies to an application upon which no action has been taken before the discharge. It does not refer to correction of a claim where a mistake has been made in the handling of the case during the time such case was under the jurisdiction of the Bureau.

On January 6, 1919, the Bureau adopted the following regulation, outlining the conditions which must be complied with before an award would be made on application of a Class A relative:

"From and after the date of this regulation, no award shall be made on any application filed by or on behalf of a wife, child, or other Class A relative, until the following conditions have been complied with:

"1. A report must be obtained, through official channels, showing whether the enlisted man on whose account claim is based is still in the active military or naval service of the United States.

"2. The enlisted man must be advised, through official channels, of the filing of the claim in order that he may be in a position to file an answer if he so desires.

"3. The Bureau must have advice, through official channels, showing that the proper deduction of pay of the enlisted man has been made for some definite period.

"If official reports show that proper deduction of pay has been made for any period, an award may be made for such period even though the enlisted man died in or has been discharged from the service."

In other words, instead of making an award as soon as a *prima facie* case was established (as was formerly the custom), the Bureau will make no award until the above conditions have been complied with.]

Not only must there be notice that the man has been checked from a certain date, but it must also be shown that the money to pay the allotment has been collected. This explains why checks for current allotments, and also allowances, if awarded, may be received within a comparatively short time, while checks for back allotments may be delayed for a longer time.

For example, if a man enlisted on July 1 and on December 15 executed a new Form 1–B acknowledging the existence of a wife and child which he had disclaimed in his original Form 1–B, payment of current allotments would date from December 1, and the allotment for July 1 to November 30 would be paid in monthly installments as fast as the Bureau was advised that $15 installments had been deducted from the man's future pay. Of course, if the man should leave the service before it was possible to collect all of the arrears of allotments

from his pay accruing after December 1, the uncollected arrears would be lost to the allottee.

The Bureau of War Risk Insurance requests that members of Class A make application only in instances where there is every reason to believe the man has not done so, or in filling out the application has made misstatements.

121. *Assistance by Home Service Workers.* Home Service workers may appropriately assist in the filling out of Forms 10 and 11, carefully observing in full the instructions printed on the back of A.R.C. Form 667 (Revised). Sample Forms 10 and 11 filled out to cover typical cases, with suggested forms for the accompanying supporting evidence, are printed in Appendix, pars. 607, 608.

122. *Application for Allowance by Members of Class B.* [On April 1, 1919, the regulation of the Bureau of War Risk Insurance of December 9, 1918, providing that no claims for Class B allowances based on allotments running through the service departments will be recognized or accepted after January 1, 1919, was rescinded.

Hereafter, therefore, the Bureau will consider claims from Class B relatives for Government family allowance based on allotments made by the enlisted man through his service department, when such claims are supported by the claimant's affidavit showing actual dependency of the claimant, and sufficient previous habitual contribution to sustain an allowance. It is not necessary for the claimant to show previous habitual contribution *where dependency arose after the enlisted man entered the service*, if the circumstances showing such dependency are set forth in the affidavit. (See regulations in par. 113.)

Home Service Sections should in every case make sure that the claimant is actually receiving an allotment through the service department, and that the allotment number, if known, is stated in the application. It must be kept in mind that there can be no Class B allowance without a Class B allotment to support it.]

Although the earlier practice may have been to the contrary, it is now the rule that a Class B relative to whom the man has made no allotment, either separately or jointly with others, may not procure an allowance, even though the man has made a sufficient allotment to other Class B relatives.

In preparing and filing an application for a family allowance, a Class B relative should carefully observe the instructions printed on the back of A.R.C. Form 667 (Revised). When such application is

sent through Red Cross channels it should be accompanied by A.R.C. Form 667 (Revised). No form for Class B applications for family allowances has been prescribed. A suitable form of application is as follows:

Private John Howard Smith, Army Serial No. 79654, Co. L, 125th Infantry, American Expeditionary Forces. Age 26 years. Entered service October 20, 1917. Allotment No. 346870.

Bureau of War Risk Insurance,
Attention, Division of Allotments and Allowances,
Treasury Department,
Washington, D.C.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

I, Mary Hunter Smith, being first duly sworn, depose and say that I am the mother of the above enlisted man. Before he entered service, I was wholly (or partially) dependent upon him for support. He contributed an average of $40 per month to my support and received board from me of the value of $10 per month, making a net monthly contribution of $30.

He made an allotment to me of $15 per month (see note *a*) through the Bureau of War Risk Insurance (see note *b*). I hereby make application for a family allowance of $10 per month for myself in accordance with the War Risk Insurance Law.

MARY HUNTER SMITH,
(Mrs. Joseph Walker Smith),
732 West 13th Street,
New York City, N.Y.

Subscribed and sworn to before me
this 12th day of August, 1918.
JAMES BLACK,
Notary Public, New York County.

(*N.B. It must be borne in mind that the above is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

a. The allotment need be only $5 if the enlisted man has made a compulsory allotment to Class A beneficiaries. (See par. 114.)

b. [If the allotment was made through a service department (*e.g.*, the War Department) the affidavit should be amended to show this difference.]

A separate application in the above form must be filed for each *adult* for whom an allowance is requested. Thus, an enlisted man's father may not file an application on behalf of both himself and the mother of the enlisted man, nor could a sister file an application on behalf of both herself and another adult sister. A separate application in affidavit form is required for each. But a mother may apply for both herself and her *minor* children, and one award will be made for all.

Each application for a Class B allowance [may] be supported by the affidavits of two persons who have knowledge of the extent of the previous habitual contribution by the enlisted man to the applicant, or have knowledge of the fact that dependency has recently arisen. The heading and the conclusion of such an affidavit should be in the same form as that given for the application. The body of the affidavit may read as follows:

I, James Harvey Brown, of 730 West 13th Street, New York City, N.Y., being first duly sworn, depose and say that I have known the above-named enlisted man and his family, consisting of his mother, Mrs. Joseph Walker Smith, and his sister, Mary Elizabeth Smith, for five years last past. I know that before the above enlisted man entered the service his mother was wholly [or partially] dependent upon him for support. He was employed by me at a wage of $80 per month. I have been informed and verily believe that he contributed an average of $40 per month to the support of his mother and received from her board of the value of $10 per month, and that his mother has no income from any other source except the wages which I paid him. [See warning under preceding form.]

It is generally preferable that the supporting affidavits be made by persons who are not related to the enlisted man or the one asking for the Class B allowance.

Home Service workers, when called upon to assist in procuring a Class B allowance, should exercise the greatest care to determine whether the applicant is entitled to the allowance. The person making such application should be advised as to the law and procedure, and no assistance in procuring the allowance should be given unless it clearly appears that the allowance is due. This course should be so rigidly followed by Home Service workers that the Bureau of War Risk Insurance can safely take it for granted that no investigation whatever need be made by the Bureau as to the facts in cases where the allowance was procured with the assistance of the Red Cross.

[A supplementary statement signed by a Home Service worker who has investigated the financial condition of the family would probably have more weight than the above described supporting affidavits. This need not be a sworn statement. It should be of the same general character as suggested in paragraph 131 in connection with applications for reinstatement of allowances.]

Payment of the allowance, when granted, will commence on the first of the month in which the claim was filed if the man was then in service. If the man originally requested an allowance for a Class B relative, but failed to state the amount of his habitual monthly con-

tribution, or stated an amount insufficient for an award of an allowance, the allowance awarded on receipt of the necessary proof will be from the first of the month in which Form 1–B was executed if the man was then in service.

123. *Exemption from Compulsory Allotment.* A man may, on his own application or otherwise, for good cause, be exempted from making a compulsory allotment. (Act, sec. 201.)

The man's claim for exemption should be made on Form 52, though this is not necessary. It is usually made when he first fills out his Form 1–B, but he may file such claim subsequently through his commanding officer or the insurance officer at the camp. A less desirable method is to make this claim by a letter directed to the Exemption Section of the Bureau of War Risk Insurance. The Exemption Section will consider an application for exemption from compulsory allotment filed by any person on behalf of the enlisted man, but will inquire into such a case very carefully, and hence all available evidence should be submitted, together with the man's full name, organization, when and where he enlisted, and serial and allotment numbers, if known. The Bureau may grant the exemption upon its own initiative, as, for example, where the Bureau learns from its own investigation that the wife is guilty of grossly immoral conduct.

Claims of enlisted men for exemption are handled by the Exemption Section of the Bureau. As soon as the claim is carded and filed, a first

notice is sent to the wife informing her that the claim has been made. Notices may also be sent to local public officials, such as members of the local draft board, the sheriff, or the postmaster, for a report on the merits of the man's claim, thus procuring evidence from disinterested as well as interested parties. Thirty days thereafter the claim is heard by a special board. After a finding is made, it is reviewed by an appellate board. It is then sent to the Commissioner for his approval and next is sent for an award to be made in accordance with the findings, and for notices of the findings to be mailed to the interested parties. This procedure consumes about two months in the usual case; the unusual case may take from two to six months. Common causes of delay are that a man gives the address of his wife as unknown, or a man's claim for exemption is not adequately or clearly set forth in camp, or a wife in preparing her answer fails to meet the charges of the man within the thirty days prescribed, or a person to whom the Exemption Section has written fails to use the official envelope, directed to the Exemption Section, which is enclosed for the reply. If the reply is directed to the Bureau instead of the Exemption Section, it may be placed in another file and not attached to the exemption case. The cause last named is a frequent reason for the delay.

Where the Bureau of War Risk Insurance writes a beneficiary that allotment and allowance checks are not being sent because of an application for exemption, but no opportunity to contest the claim has been given, the procedure indicated in par. 255 should be followed.

A decision refusing or granting an exemption claim may be subsequently reopened upon the presentation of new facts. A frequent case is where the wife first learns of the granting of the exemption in reply to an inquiry as to why her allotment and allowance check has failed to come. This may easily follow from a husband's declaration that he did not know his wife's present address and the Exemption Section's inability to locate her. Under such circumstances, the wife, if she feels that the exemption is unjustified, should prepare her case in the form of affidavits by herself and supporting witnesses and send them to the Exemption Section of the Bureau of War Risk Insurance with a request that the case be reopened.

In cases where home service workers are satisfied that the wife has a valid defense to her husband's claim for exemption, they may, upon the wife's request, properly assist her in the preparation of her answer. Such answer should never be written on Red Cross stationery or sent to the Bureau through Red Cross channels.

124. *Inadvisability of Home Service Workers Undertaking Investigations for the Bureau of War Risk Insurance.* With reference to investigations by the Bureau of War Risk Insurance in exemption cases and in cases of alleged immorality or fraud, home service workers should rigidly adhere to the following procedure:

(1) Home service workers should furnish the Bureau's representative with all facts already in their possession, which may be of assistance to the Bureau. Facts indicating fraud should not be withheld from the Bureau, even because the informant attempted to communicate such facts in confidence. In all cases, request the Bureau's representative not to disclose needlessly the fact that the information was received from the Red Cross.

(2) Home service workers should not undertake to investigate the matter or to inquire from the family to obtain further facts for the Bureau. The Bureau has its own investigators for this purpose. If home service workers become known as adverse investigation agents for the Bureau, they may forfeit the confidence of those whose good will it is essential to retain.

(3) If, from a reliable source, home service workers receive information indicating that an allowance should be canceled or reduced because of fraud, gross immorality, or other reasons, they should make no inquiry to determine the accuracy of such information and should make no effort to obtain further substantiation. They should report the apparent facts or allegations to the Division Director, who will refer them through National Headquarters to the Bureau. Home service workers may also report such apparent facts or allegations to a representative of the Bureau, without recommendation, for such action as he may wish to take, requesting him not to disclose needlessly that the information was received from the Red Cross.

(4) Home service workers should not accept appointment as investigators or local field examiners for the Bureau without resigning from the home service section. It is inconsistent with the confidential character of home service work for the same person to hold the two positions at the same time.

125. *Waiver of Allotment—Wife—Children.* A wife may waive the allotment on behalf of herself and children, but she must show to the satisfaction of the Bureau of War Risk Insurance that she is able to support herself and children without the aid of the Government. She cannot waive the allotment from her husband and get an allowance from the Government. Neither will she get an allowance from the Government if the husband is exempted from the compulsory allotment.

Children cannot waive the allotment.

126. *When Allotments Commence.* The rules and practice stated below are in some cases unsettled and subject to changes not conflicting with express provisions of the Act:

(1) A compulsory allotment made by an enlisted man to his Class A relatives on his original Form 1–B when he enters service commences on and is paid from the

date of his enlistment. Thus, if he entered service on August 15, a compulsory allotment would commence on and be paid from that date.

(2) If a man fails to report his existent Class A relatives (other than an illegitimate child), or any of them, on his original Form 1–B at the time he enlists, and if a compulsory allotment to them is made by him subsequently on a new Form 1–B, such allotment will revert back and, if it can be collected, will be paid from the date of enlistment. It is obvious that if several months intervened between the date of the man's enlistment and the making of his new Form 1–B, and if he should leave the service shortly thereafter, it would be impossible to collect all of the back allotments from his pay in the short time he continued in the service, although it would be possible if he should remain in service for several months thereafter.

Thus, if the man enlisted on August 15 and made a new Form 1–B on November 20, the allotment would commence as of August 15 and would be paid not only for the period beginning November 20, but also for the period from August 15 to November 19 if it could be collected out of his future pay. (See par. 120 as to the procedure in such cases.)

(3) If the man has no Class A relatives (other than an illegitimate child) at the date of his enlistment, but Class A relatives (other than an illegitimate child) come into existence subsequently, his allotment to them will commence on the first of the succeeding month, unless the event happened on the first of the month, as being a change in family conditions. (Act, sec. 210.)

Thus, if a man married on September 15, subsequent to his enlistment, the allotment would commence on and be paid from October 1. However, if the marriage took place on September 1, the allotment would commence on and be paid from that date.

(4) If the man acknowledged the paternity of an illegitimate child or a decree for its support was entered, prior to his enlistment, the allotment would be governed by the rules stated in sub-section (1) of this paragraph.

If, subsequent to the man's enlistment, he acknowledged the paternity of an illegitimate child or a decree for its support was entered, the allotment would commence on and be paid from the first of the month succeeding the acknowledgment of the child's paternity or the entering of the decree for its support. It is to be doubted whether the practice of the Bureau has always corresponded with this view.

Thus, if a man entered the service on July 1 and on August 20 acknowledged the paternity of an illegitimate child, or a decree for its support was entered, the allotment would commence on and be paid from September 1, irrespective of the time when the child was born.

(5) If the enlisted man was not in the service on the first day of the month in which he made a voluntary allotment, such allotment (to Class B relatives) will begin on the first day of the next succeeding month unless he specifies (*a*) that it shall begin on the first day of a designated month subsequent thereto, or (*b*) that it shall begin on the date of enlistment. Such allotments will commence on and be paid from the date specified by the man upon a statement by his service department that deductions from that date have been made from the man's pay on account of the allotment.

(6) If an enlisted man was in the service on the first day of the month in which he made a voluntary allotment, the allotment begins as of the first day of that month, unless he specifies that it shall begin on the first day of the succeeding month.

(7) It is understood that the Army will not accept allotments made on Q. M. C. Form 38, unless they commence on the first of the month.

(8) It should be borne in mind that allotments are never paid for a period antedating the checkage shown to be made from the man's pay on account of such allotment, and, therefore, the time when an allotment commences may sometimes be governed by the date from which checkage commences. This necessarily follows from the fact that the Bureau, as to allotments, is merely paying over to the allottee sums which have been deducted from the man's pay by his service department.

127. *When Allowances Commence.* The rules and practice stated below are in some cases unsettled and subject to changes not conflicting with express provisions of the Act:

(1) An allowance to Class A relatives, which is asked for by the enlisted man on his original Form 1–B when he enters the service, commences on and is paid from the date of his enlistment. Thus, the allowance in such case commences on and is paid from the same date as the supporting compulsory allotment. (See par. 126 [1].)

(2) If a man fails to report his existent Class A relatives (other than an illegitimate child), or any of them, on his original Form 1–B at the time he enlists, and if he makes a subsequent allotment and asks for an allowance to them on a new Form 1–B, the allowance based on such allotment will commence on and be paid from the first of the month in which the new Form 1–B is filed and will not be made further retroactive. The practice of the Bureau in the past may not have conformed to this statement.

Thus, if the man enlisted on August 1 and failed to report any Class A relatives on his original Form 1–B, but files a new Form 1–B on October 15, on which he asks for the allowance, such allowance will be paid from October 1.

If a man fails to ask on his new Form 1–B for a family allowance for his Class A relatives, and it therefore becomes necessary for the Class A relatives (other than an illegitimate child) themselves to make such application, the allowance will commence on and be paid from the first of the month in which the application is filed in accordance with the rule stated in sub-section (7) of this paragraph.

Thus, if the man who enlisted August 1 does not ask for a family allowance when he makes a new Form 1–B on October 15, but his Class A relatives ask for it on December 15, payment of the allowance will commence from December 1.

(3) An allowance to Class A relatives (other than an illegitimate child) who became such subsequent to the man's enlistment, *e. g.*, through marriage, will commence on the first of the month succeeding the event, unless such event happened on the first of the month, as being a change in family conditions (Act, sec. 210), provided the man asks for the allowance within a reasonable time after the happening of such event.

Thus, if the enlisted man married on August 20, subsequent to his enlistment, the allowance to his wife will commence on and be paid from September 1, provided the man asks for the allowance within a reasonable time after August 20.

(4) If a man has no Class A relatives (other than an illegitimate child) at the time of his enlistment, but Class A relatives (other than an illegitimate child) come into existence subsequently, the allowance for such Class A relatives will be governed by the rule stated in sub-section (7) of this paragraph if it becomes necessary for such

Class A relatives (other than an illegitimate child) to procure the allowance upon their own application by reason of the man's failure to ask such an allowance on his new Form 1–B.

(5) If, prior to his enlistment, the man acknowledged the paternity of an illegitimate child or a decree for its support was entered, but he failed to list such child on his original Form 1–B at the time of his enlistment, the allowance for such child will commence on and be paid from the first of the month in which he files a new Form 1–B on which he asks for an allowance for the child and will not be made further retroactive. The rule is the same as stated in sub-section (2) of this paragraph. The restrictions on the amount of such an allowance in paragraph 108 must be borne in mind.

Thus, if the man enlisted on August 1, and on his original Form 1–B failed to report an illegitimate child whose paternity he had previously acknowledged, or to whose support he had been ordered to contribute, but he files a new Form 1–B on October 15th on which he asks for an allowance for the child, such allowance will be paid from October 1st.

If, prior to his enlistment, the man acknowledged the paternity of an illegitimate child, or a decree for its support was entered, but failed to list such child on his original Form 1–B, the commencement of the allowance to such illegitimate child will be governed by the rule stated in sub-section (7) of this paragraph if it becomes necessary for someone on behalf of such child to apply for the allowance by reason of the man's failure to ask for such allowance on his new Form 1–B.

Thus, if the man made his new Form 1–B on October 15th without asking for an allowance for the child, but such application was filed on December 15th by someone on behalf of the child, payment of the allowance would commence on December 1st.

If, subsequent to his enlistment, a man acknowledges paternity of an illegitimate child or a decree for its support is entered, the allowance will commence on and be paid from the first of the month succeeding the acknowledgment of paternity or the entry of the decree for its support, if the man on his new Form 1–B asks for the allowance within a reasonable time thereafter, but will be governed by the rules stated in sub-section (7) of this paragraph if it becomes necessary for someone on behalf of the illegitimate child to procure such allowance.

(6) If a man makes an allotment to Class B relatives and, at the same time, asks for a family allowance for them, the allowance will commence at the same time as the allotment. (See par. 126 [5], [6].)

(7) Where an allowance to either Class A or Class B relatives is procured upon the application of such relatives, such allowance will commence on and be paid from the first of the month in which the application is filed, if the man was then in the service.

[127A. *Reawards on Change of Payee or Death of Allottee.* A regulation of the Bureau issued January 6, 1919, provides that when an award made to either Class A or Class B dependents has been paid to one member of a group on behalf of all, or has been paid to the custodian named by the enlisted man, or to a custodian reported through some other apparently reliable source, and a change of payee for the same

beneficiaries is authorized the award to the new payee shall commence from the date to which the payment has already been made.

A regulation of the Bureau issued February 1, 1919, provides that on the death of any person to whom is payable an allotment or an allotment and allowance on behalf of a group of two or more beneficiaries of Class A or Class B, including such person, a reaward covering the period from the date of last payment may be made to the remaining beneficiaries in the group included in the award, on receipt of information indicating to whom payment properly may be made. The share of the deceased beneficiary under the apportionment rules of the Bureau, unpaid at the date of death, can be paid only on a claim for reimbursement through the Accounting Division.

A regulation of the Bureau issued February 4, 1919, provides:

Where an enlisted man has apportioned his allotment between two or more Class B dependents and one of such allottees dies, the statutory allotment shall be reawarded to the remaining allottee or allottees.

Where the entire allotment to a family group of Class B dependents has been made payable to one person included in the group and such allottee dies, the allotment shall be reawarded to a surviving parent, if named by the enlisted man on Form 1–B as living at the same domicile. If no surviving parent is reported, the allotment may be reawarded to a brother or sister of legal age named on Form 1–B as living at the same domicile.

If the reaward of the allotment cannot be made to a member of the group, it may be made to a guardian or custodian for the benefit of the surviving members of the group.

In all cases the reaward of allotment will date from the first of the month next succeeding the month in which the death of the allottee occurred.] (*Index under "Allotment of pay to families of enlisted men," and add heading to Table of Contents.*)

128. *When Allotments Cease.* Circumstances which may cause the allotment to cease are:

(1) Death of enlisted man.
(2) Discharge from service, whether honorable or dishonorable. [See par. 133.]
(3) Expiration or revocation of a voluntary allotment.
(4) Lapsing of compulsory or voluntary allotment by reason of all Class A relatives, or Class B relatives who were named, respectively, ceasing to exist.
(5) Exemption from or waiver of compulsory allotment.
(6) Creation of a no-pay status as, *e.g.*, where a man is a deserter, or absent without leave, or in a hospital due to his own misconduct. [See par. 134.]
(7) Cancellation by Bureau of an allowance to a Class B relative.

It is the practice of the Bureau and of the War and Navy Departments to permit voluntary allotments to be made only to cease at the

end of a month, thus avoiding prorating of voluntary allotments which expire by their own limitation, but an allotment which expires by its own limitation while the man is a prisoner of war will be continued.

If an enlisted man who has a voluntary allotment running is discharged from or dies in the military or naval service the allotment will be discontinued as of the date of discharge or death.

[The amendment to sec. 210 of the War Risk Insurance Act noted in Handbook, pars. 81 (13) and 110, effective July 1, 1918, altered the time when allotments and allowances ceased due to changes in family conditions. This change is recognized by a regulation of the Bureau of War Risk Insurance which provides:

An allotment and allowance to an allottee who, before July 1, 1918, died, or being entitled to an allotment and allowance as the child of an enlisted man was married, or being entitled to an allotment and allowance as the child of an enlisted man and not being insane, idiotic or otherwise permanently helpless, became 18 years of age, or being entitled to an allotment and allowance as the wife of an enlisted man was divorced without alimony being decreed, or being entitled to allotment and allowance as the former wife divorced of an enlisted man to whom alimony has been decreed, remarries, is discontinued as of that date on which such event occurred.

An allotment and allowance to an allottee who, after June 30, 1918, dies, or being entitled to an allotment and allowance as the child of an enlisted man, is married, or being entitled to an allotment and allowance as the child of an enlisted man and not being insane, idiotic or otherwise permanently helpless, becomes 18 years of age, or being entitled to an allotment and allowance as the wife of an enlisted man, is divorced without alimony being decreed, or being entitled to an allotment and allowance as the former wife divorced of an enlisted man to whom alimony has been decreed, remarries, is discontinued as of the last day of the month in which such event occurs.

After June 30, 1918, a change in family conditions occurring on the first day of the month has the same effect as if it occurred on any other day in the same month.

An award to a stepchild is discontinued if the stepfather and the mother separate and the stepchild remains in the custody of the mother. The effective date of such discontinuance, if the separation occurred before July 1, 1918, is the date of the separation; if after June 30, 1918, the last day of the month in which the separation occurred.

The net result of the above regulations, based upon sec. 210 of the Act, is that when a change in family condition] causes an allotment to cease, payment should continue until the end of the month in which the event occurred. Of course, this check must be returned to the Bureau for administration under the practice stated in par. 95 when the allottee has died.

[The War Risk Insurance Act provides that allowance to a child ceases upon its marriage or upon its reaching the age of 18 years if

not insane, idiotic or otherwise permanently helpless. A regulation of the Bureau of War Risk Insurance as to the date when a child reaches the age of 18 years is as follows:

The allottee is deemed to have attained the age of 18 years on the day before the 18th anniversary of his birthday. For example: A person born on November 30, 1900, is 18 years of age on November 29, 1918.]

On the death or discharge of a man, the allotment ceases at once; and must be prorated.

When a no-pay status arises, the allotment ceases from the moment such status comes into existence.

129. *When Allowances Cease.* Allowances cease at death in the service, and in any event, one month after the end of the present war emergency. All allowances cease upon the termination of the supporting allotment except upon discharge, when they continue for one month thereafter.

The provisions of sec. 204 of the Act that "the family allowance shall be paid from the time of enlistment to . . . one month after discharge from the service, but not for more than one month after the termination of the present war emergency" is not limited by any provision as to the nature of the discharge, and the family allowance will be paid without regard to the nature of the discharge, except where the discharge is for the man to accept a commission. [A Treasury Decision of the Bureau of War Risk Insurance (T.D. 38 W.R.) under date of November 30, 1918, provides:

The present war emergency, within the meaning of section 204 of the War Risk Insurance Act, shall be deemed to terminate upon the date which the President of the United States by proclamation shall declare to be the termination of such emergency for the purposes of Article II of the Act; and all allowances payable under the provisions of Article II of the Act shall continue to be paid until the expiration of one month after the date so fixed by the President.]

An allowance will cease on the enlisted man's request unless it was granted at the request of a Class A beneficiary. All Class B allowances end when the enlisted man terminates the sustaining voluntary allotment.

130. *Prorating Allotments and Allowances.* With some exceptions, it is the general rule that there shall be no prorating for part of a month except where specifically required by the Act, *i.e.*, in case of

enlistment, death, or discharge of the enlisted man. There is prorating in the following instances:

(1) Allotments commencing with date of enlistment, if within a month.

(2) Allotments terminated by death or discharge of the enlisted man, if within a month.

(3) In every case when the allotment, compulsory or voluntary, is prorated, the family allowance will be prorated in like manner, but this will not interfere with the payment of the family allowance for one month after the enlisted man is discharged from the service as provided in section 204 of the Act. (See pars. 126–129.)

131. *Investigation and Discontinuance of Class B Allowances.* The investigation of Class B cases to determine whether beneficiaries of such allowances are entitled to receive them under the War Risk Insurance Act, has been undertaken by the Bureau of War Risk Insurance. Such investigations result in many instances in the determination by the Bureau that the allowances investigated are being improperly paid, with the result that many Class B allowances have been cancelled, or may hereafter be cancelled. Some of the Class B allowances cancelled were improperly awarded because of fraudulent representations by the enlisted men on their Forms 1–B, or because of fraudulent representations by the Class B allottees themselves in their applications for allowances. On the other hand, many awards of allowances were improperly secured merely as a result of misconception by the men or by the Class B relatives of the purposes of the Act.

[Formerly when Class B allowances were cancelled as a result of investigation by the Bureau, reimbursement was demanded from the allottee and was generally obtained by deduction from allotments due the allottee. In February, 1919, however, an amendment to the War Risk Act, known as the Treadway Act, provided that no reimbursement shall be required, nor deduction made, except (1) in cases of manifest fraud and (2) when the person receiving the allowance does not bear the relationship to the enlisted man which is required by the Act.]

Home Service Sections should make clear to persons whose allowances have been discontinued what rights Class B relatives have under the War Risk Insurance Act, and should give assistance in preparing claims for reinstatement of cancelled allowances only when such claims are clearly well founded.

In cases where a Class B allowance has been discontinued by the Bureau of War Risk Insurance on the ground that the recipient is not entitled to it and such recipient believes that he is entitled to the allowance notwithstanding the contrary decision of the Bureau, and

the Home Service Section believes that the claim for allowance is well founded, it is suggested that the claim for reinstatement be made in the form of an affidavit covering the following points:

(*a*) The name, rank, organization, and allotment number of the enlisted man, and the relationship of the applicant to the enlisted man.

(*b*) Did the applicant receive from the Bureau of War Risk Insurance and answer a questionnaire in regard to the allowance?

(*c*) Was the applicant interviewed by a representative of the Bureau of War Risk Insurance with regard to the allowance?

[(*d*) The amount of previous contribution if dependency existed before the man entered the service. In this connection state whether he lived with the applicant prior to enlistment and, if so, whether this amount is exclusive of board received by the man from the applicant. Under the regulation of February 12, 1919 (see par. 113), only $10 need be deducted as board.]

(*e*) Facts showing dependency in whole or in part upon the enlisted man. This will require a statement of the financial and physical circumstances of the family sufficient to support the assertion of dependency as defined in paragraph 113.

[In submitting applications for reinstatement of Class B allowances it is advisable to include an informal supplementary statement signed by the Home Service Section, giving the result of its investigation. This may be in the form of a budget showing expenses (1) before enlistment; (2) after enlistment. This statement should contain no criticism of the War Risk Bureau, such as "The Bureau acted unjustly in this case, etc.," but should be an impartial statement showing no bias.]

Since an application for reinstatement of a Class B allowance is in fact an appeal from the decision of the Bureau the case of the applicant should be stated as fully and should be as strongly supported as possible. Supporting evidence, therefore, of persons who are familiar with the facts should be added to the affidavit of the applicant where this is possible. These should, where possible, contain independent statements supporting statements of the applicant rather than a mere assertion that the statements of the applicant are believed to be true.

The introduction and conclusion of each such affidavit may be as follows:

State of Illinois }
County of Cook } *ss:*

I, John H. Brown, of 1424 Marquette Blvd., Chicago, Illinois, being first duly sworn, depose and say that . . .

(*Signed*).....

Subscribed and sworn to before me
this 26th day of November, 1918.
WILLIAM C. SMITH, Notary Public,
County of Cook, Illinois.

132. *Allotments and Allowances to Beneficiaries Living in Enemy Countries or in Russia.* Allotments and allowances cannot be sent to

persons living in Germany, Austria-Hungary, Turkey, Bulgaria, or, for the present, to persons living in Russia. The War Risk Insurance Bureau has made it a practice to exempt any man from making a compulsory allotment to persons residing in enemy alien countries or to alien enemies residing anywhere, and this exemption is accorded whether the man asks for it or not. The present practice has been to instruct the men entering camp not to make any such allotments. In the case of men who made such allotments in the past, the money so deducted but not paid is returned to them.

If the allottee resides in Russia the man may make application for exemption from compulsory allotment on the ground that the money cannot be delivered to the allottee. It is the practice of the Bureau to grant exemption in such cases also, but only upon application of the man.

133. *The Effect of Court-Martial Sentence of Dishonorable Discharge.* Upon dishonorable discharge, the enlisted man's pay ceases. When pay ceases, there is nothing left from which to make an allotment, and if there is no allotment, there can be no allowance, except that allowance for one month after discharge is specifically provided for by sec. 204 of the Act.

[A regulation of the Bureau issued January 4, 1919, dealing with sentences of dishonorable discharge, shows a difference in practice between the Army and the Navy:

1. In the Army:

(*a*) When an enlisted man in the Army is sentenced to a period of imprisonment, by court-martial, and to be dishonorably discharged from the service, both Class A and Class B allotment and allowance shall be discontinued from the effective date of such sentence of imprisonment, as announced in the order of promulgation, without regard to whether the sentence of dishonorable discharge takes effect immediately or is suspended.

(*b*) If an enlisted man in the Army is sentenced to a period of confinement without being ordered discharged from the service, neither Class A nor Class B allotment and allowance will be suspended.

2. In the Navy:

(*a*) The payment of a Class A allotment and allowance on account of an enlisted man in the Navy who is sentenced to a period of imprisonment by a general court-martial, and to be dishonorably discharged from the service at the expiration of such term of imprisonment, is stopped at the expiration of the term of imprisonment, or at the expiration of the term of the enlistment of the enlisted man in the Navy, whichever is the earlier date.

(*b*) The payment of a Class B allotment and allowance on account of an enlisted man in the Navy sentenced to a period of imprisonment by a general

court-martial, and to be dishonorably discharged from the service on the expiration of such term of imprisonment, is stopped upon the taking effect of such sentence of imprisonment.]

When an enlisted man is sentenced by a military court to imprisonment in a penitentiary (which sentence must be for at least one year), the sentence, as a matter of practice, includes dishonorable discharge. This is also true when a sentence is for any long term to disciplinary barracks for a military offense. Whenever an enlisted man is imprisoned otherwise than in a military prison, the presumption is that he has been discharged from the Army; a discharge usually accompanies any civil commitment which is for more than a few days. Furthermore, any imprisonment as the result of the action of a civil tribunal would make the imprisoned man absent without leave, except in the unusual case where his period of imprisonment happened to fall entirely within the period of a furlough.

A Comptroller's Decision of April 23, 1918, declares that compulsory allotments and voluntary allotments under the War Risk Insurance Act, as well as Liberty Loan allotments and allotments for premiums on War Risk Insurance, are not disturbed or affected by sentences of courts-martial imposing forfeiture of pay. This decision applies to cases where a sentence carries with it forfeiture of pay, but does not apply to cases where there is a dishonorable discharge. If the sentence carried with it dishonorable discharge, or if for other reasons given above the man is on a no-pay status, the above decision has no application. The Comptroller's Decision stated above does not protect allotments made through service departments (see par. 63) from the effect of sentences of courts-martial imposing forfeiture of pay.

134. *Allotments and Allowances Suspended During Absence Without Leave, Desertion, or While a Man is in Hospital Due to His Own Misconduct.* No pay accrues to an enlisted man during absence without leave, including, of course, desertion, or while he is [absent from duty] due to his own misconduct. Allotments and allowances ordinarily do not stop when a man is absent without leave, or absent from duty, but he will be required to make up the allotment paid. [If the commanding officer reports to the Bureau, however, that he has reason to believe that, due to such absence without leave or absence from duty, the enlisted man cannot meet such allotment before the close of his service, or that the enlisted man will not soon be returned to a pay status,] the payment of allotment and allowance will be stopped, to be resumed when he returns to duty. It is then optional with the man to make up

the unpaid allotment later by authorizing subsequent deductions from his pay. If notice is not given by the commanding officer when a man is absent without leave so as to stop the payment of allotments during the man's no-pay status, the commanding officer will be held responsible for payment of so much of the allotments as represents the no-pay period, and upon the man's return to pay status, the commanding officer will naturally deduct from the man's pay the amount which is necessary to make good so much of the allotment as represents the no-pay period.

[Upon receipt of official notice that an enlisted man is reported in desertion, the Bureau will suspend the payment of Class A or Class B allotment and allowance, effective as of the day before the day on which the reported desertion began. Upon receipt of official notice that an enlisted man reported in desertion has been restored to military control, payment of Class A allotment and allowance will be resumed as of the date of restoration. Payment of a Class B award will not be resumed except upon filing a new form 1-B, and *in the Navy* an enlisted man will not be permitted to make a new Class B allotment until he has been acquitted of the charges of desertion, or the charges have been withdrawn.

If it be officially shown that a "report of desertion" in any case was erroneous, the payment of allotment and allowance will be resumed as of the date to which they were last paid.]

135. *Allotments and Allowances Where a Prisoner or Reported 'Missing.'* Commissioned officers and enlisted men of the Regular Army, National Army, the National Guard and commissioned officers of the Officers' Reserve Corps, enlisted men of the Enlisted Reserve Corps, field clerks of the Quartermaster Corps, Army field clerks, members of Army Nurse Corps and members of Navy Nurse Corps, are entitled to pay while held as prisoners of war. Allotments and allowances continue so long as the man has a pay status, and voluntary allotments which terminate while a man is a prisoner will be continued by the War Department.

[As to enlisted men reported as missing in action, the General Deficiency Appropriation Act, approved November 4, 1918, provides:

For the purpose of the payment of allotments made by enlisted men or the payment of family allowances under Article II of the Act of October 6, 1917, as amended, an enlisted man reported as missing in action shall be considered as occupying a pay status until his actual status has been determined by proper official authority of the

department in which the man served or is serving: Provided, that payments authorized hereunder shall not continue for more than one year.

This applies to all enlisted men whether reported as missing in action before or after the General Deficiency Act of November 4, 1918. Prior to the passing of this Act the Bureau had suspended payment of awards when men were reported missing in action, but shortly after the Act was passed, payment of such awards was resumed as of the date of the last payment.]

136. *Disposition of Accrued Allotment and Allowance after Death of Allottee.* (See par. 95.)

137. *Allotments for Insurance.* Form 2–A, on which the man applies for insurance, contains a voluntary allotment of the necessary monthly amount to pay the insurance premiums. If preferred, by so electing in writing, the man or a third person may pay the premiums directly to the Bureau, instead of by allotment from pay.

138. *By whom Allotments and Allowances are Paid.* Allotments of $15 to members of Class A and of $5 or $15 to members of Class B (the amount depending upon whether there is a prior Class A allotment) are paid by the Bureau of War Risk Insurance. Allotments in excess of the amount necessary to support a Class A or a Class B allowance, as to such excess, and voluntary allotments which do not support allowances, are paid through their respective service departments. (See par. 63.)

For example, an enlisted man's compulsory allotment of $15 to his wife and children or an allotment of $5 for his dependent mother, if carrying an allowance, would be paid by the Bureau of War Risk Insurance. If his allotment for his wife and children was $20, the $5 over and above his compulsory allotment would be paid by the War Department. If his mother was not dependent, and, therefore, not entitled to an allowance, his allotment to her would be paid by his service department. An allotment for Liberty Bonds would be paid by the man's service department. (See par. 64.)

139. *Receipt of Check Should not be Acknowledged.* A beneficiary should not write to the Bureau of War Risk Insurance or to the War or Navy Department acknowledging the receipt of an allotment or allowance check. The indorsement is a sufficient receipt. Only absolutely essential communications should be sent to the Bureau of War Risk Insurance.

140. *Compulsory Deposit of Pay.* The Act (sec. 203) provides that where a man has not allotted one-half of his pay, regulations to be made by the Secretary of War and the Secretary of the Navy, respectively, may require the deposit to a man's credit of any proportion of such one-half of his pay as is not allotted. No regulations on this question have been adopted and no pay is being withheld for such deposit.

141. *Use of A R C Form 296—Classification of Red Cross Cases.* A R C Form 296 is used by home service sections to procure information from the Bureau of War Risk Insurance as to allotment and allowance awards and payments. It is of extreme importance that

Form 296 be accurately and completely filled out before it is sent to Division Headquarters for forwarding to the Registrar of the Department of Civilian Relief at National Headquarters. Particular care should be taken that the man's *full* name, including his middle name, is given; that the man's serial number is given in blank '*b*'; that the allotment number is given in case the family has received a notice of the making of an award or has received a check for payment thereon; and that the man's rank and organization are stated in blank '*c*'. The name, address, and *relationship* of the probable allottee must be given in full and every effort made to state the place and date of enlistment and age of the man at the time of enlistment. All these items are essential in order to identify the man among the millions of men in the Army and Navy. The question of identity is one of the greatest problems of the Bureau of War Risk Insurance and every available factor of identification should be furnished. The Allotment and Allowance Division accepts the address of the allottee on Form 296 as the correct address. Home Service workers should be sure that this information is accurately given in Form 296. Those blanks which cannot be filled should be checked.

All inquiries as to delayed allotment and allowance payments submitted to the Bureau through Red Cross channels on A R C Form 296 are divided into two classes. Class 1 cases are communications in which the inquirer indicates there is dire and urgent need. Cases coming under Class 1 are as follows:

(*a*) Cases in which allotment and allowance payments are ninety days or more overdue; in the case of first payments ninety days are to be reckoned from the date of enlistment on the presumption that application on Form 1-B was signed at the time of enlistment.

(*b*) All cases in which allotment and allowance payments are more than sixty days and less than ninety days overdue, in which cases a special investigation has been made by representatives of the Red Cross, a copy of which investigation (or a synopsis thereof indicating the essential facts) is sent to the Allotment and Allowance Division annexed to A R C Form 296 and which investigation proves that an actual condition of dire and urgent need exists. Class 2 includes all other communications.

Cases coming under Class 1 will be forwarded by the Registrar direct to the Special Correspondence Section, which is a picked force which handles emergency or 'trouble' cases in the Allotment and Allowance Division of the Bureau. A reply will be made by the Bureau direct to the Registrar at National Headquarters advising what action has been taken in the case. Home service sections should

place the words 'Class 1' at the upper left hand corner of A R C Form 296 in cases coming under Class 1. Class 2 cases on reaching the Bureau will be sent to either the General Correspondence Section, Award Section, or to the Exemption Section, as the context may make proper (these are sections which handle the routine work of the Allotment and Allowance Division). *Replies on Class 2 cases will be made direct to the allottee and no information whatsoever will be sent to the Registrar's office at National Headquarters.* Therefore, home service sections should not send in a duplicate Form 296, as directed in par. 274, without first inquiring from the allottee as to whether a reply has been received from the Bureau.

No home service communications may be sent to the Bureau from other than National Headquarters.

Home service sections should take great care to separate Class 1 from Class 2 cases. It is only by carefully separating difficult emergency cases which require immediate treatment from simpler routine cases that prompt action may be secured as to both classes. The Bureau has a right to rely implicitly upon the Red Cross' determination as to the classification in any particular case. For this reason Division offices will carefully supervise the work of home service sections in order to see that no cases which are not really Class 1 cases are marked as such. Home service sections should clearly state in blank '*h*' in Form 296, marked 'Special Query', or on an annexed memorandum, the facts which bring the particular case in hand within Class 1, as for example, that the family has no source of income other than allotment and allowance payments which are more than sixty days overdue. It will be found desirable to indicate clearly and in some detail the conditions which demand preferential treatment, not only because such statement is required by the Bureau, but also because knowledge of the human factors involved will tend to arouse the enthusiasm of the members of the Special Correspondence Section of the Bureau so that they will give more sympathetic and vigorous treatment.

In all inquiries on Form 296 it is advisable to state in blank '*h*' what special information, if any, is required, such as (*a*) information as to payments only, the family already having information concerning the state of the award, or (*b*) information from the pay allotment office of the service to which the man belongs as to whether an allotment has been made through that office, the family already having information that no award has been made through the Bureau. For

example, in the instance first stated, blank '*h*' should read "Award unknown—what payments have been made?", or, "Award carries allotment $15, allowance $20, effective May 1—what payments made?" If the family has received the allotment check and explanation is desired as to the source or reason for its receipt, blank '*h*' should so indicate and a description of the check and the name of the signer should be furnished. (See also par. 271.)

If a report on Form 296 on an award has been furnished by the Registrar's Office, but additional information is desired, the report must always be returned with the subsequent inquiry.

It is inadvisable to make inquiries as to payments within four weeks after an award is made, since it takes at least that much time to have an award card checked with the pending records and to make payments.

The fact that a reply bears an allotment number does not always mean that an allotment has been made or an award granted. This number may simply indicate the place in the file in which any papers relative to a possible allotment may be located. At first allotment numbers were assigned by the Bureau of War Risk insurance, but more recently the papers are identified by the man's serial number. The serial number is preceded by the letter '*S*', whereas the allotment numbers are preceded by the letter '*A*'.

142. *Method of Securing Information Called for by A R C Form 296.* Under the practice followed by the Bureau of War Risk Insurance, awards on applications are made in the Allotment and Allowance Division. If the award is due, an award card (which is the authority for the Disbursing Office to make payment) is prepared and forwarded to the Audits and Records branch of the Accounting Section. On these cards a record of payments is maintained and from them the checks are prepared by the Disbursing Office.

All inquiries received by the Registrar on Form 296, unless a special query in blank '*h*' indicates that some other action should be taken, are sent to the Allotment and Allowance Division. This Division verifies the information as to the man's name, serial number, organization, date, and place of enlistment, and generally furnishes the following information:

1. Allotment number.
2. Amount of allotment.
3. Amount of allowance.

4. Amount of habitual contribution, if Class B dependent, and whether or not allowance is requested.
5. Names, relationship to men, and address of allottees.
6. Date award is effective.
7. Date award was made.
8. Date and reason of discontinuance, if any.

If no record of an allotment can be found in the Allotment and Allowance Division of the Bureau, and if the Form 296 is returned to the Red Cross with a statement to that effect (*i. e.*, in Class 1 cases), the Form 296 is sent by the Registrar to the Allotment Office of the man's service department to learn whether he has made an allotment through that department. Upon the return of the Form 296 from such service department, a reply is made to Division Headquarters.

Duplicate original Forms 1-B are now on file at the Washington offices of each service department. If the 'no record' report from the Bureau of War Risk Insurance is in error, a certified copy of the original application is furnished by the Pay Allotment Office interested (Office of Adjutant General in the Army), and the matter carried to an award.

In Army cases all 'None' and 'No Record' reports on Form 296 from the Bureau of War Risk Insurance on cases in which the inquiries originate with Class B dependents, if returned to the Registrar, are sent to the Central Disbursing Division of the Office of the Quartermaster General to learn whether there is an allotment running through that office. 'No record' and 'None' reports from the War Risk Bureau, in cases where the inquiries originate with Class A dependents, if returned to the Registrar, are sent directly to Division Headquarters, and a duplicate is forwarded to the Adjutant General of the Army, who, in November, 1918, ordered filed in his office those copies of Form 1-B which were formerly attached to the man's service papers. If it is found that a man *has* made an allotment, although the Bureau reports 'No record', the Adjutant General furnishes a certified copy from which an award can be made.

Reports on awards are sent to Division Headquarters immediately after receipt by the Registrar from the Allotment and Allowance Division, *unless the effective date is sufficiently old to warrant an inquiry of the Disbursing Office of the War Risk Bureau* as to the non-receipt of checks, or, if such inquiry seems justified, the Form 296 is sent to the Audits and Records branch of the Accounting Section for a statement of payments, or a reason for non-payment.

Inquiries which show that the family has knowledge of the award, and is interested in payments only, go direct to Audits and Records without reference to the other offices above mentioned.

143. *Meaning of Notations Placed on Forms 296 Returned to Home Service Sections.*

(1) 'A & A Amendment to Award Necessary' means that the Audits and Records branch recognizes that the award is not what it should be, but that to obtain the end desired by the family (as indicated in the special query—blank '*h*' Form 296), an amendment to the award must be made by the Allotment and Allowance Division, which is the only division having authority to make or change awards. Sometimes additional evidence is required. If so, the need is generally indicated and the home service section should see that such evidence is promptly furnished.

(2) 'A & A Should be Notified to Send Change of Name Slip' means that the Audits and Records branch has no authority for changing the name of the allottee, and that the allottee should request the Allotments and Allowances Division to authorize the Audits and Records branch to change his name so that checks may be issued in the proper name. The home service section should then advise the allottee to write as suggested in par. 247. This procedure is necessary whether one letter in the name is wrong or whether the entire name is misspelled.

(3) 'Award Closed' means all payments due thereon have been made and nothing further will be paid by the Bureau unless a new allotment is made by the man.

(4) 'Award Effective', followed by a date, indicates the date from which payment will be made. (This phrase not followed by a date is merely an unanswered query from the Registrar's office and not a statement of fact.)

(5) 'Award Made', followed by a date, shows when the award was made by the Bureau of War Risk Insurance. Effective date may, and often does, antedate this action.

(6) 'Card Authorized for Special Payment' means that whatever obstacle may have existed to payments, causing the award card to be placed in the suspended file, has been removed and payment will be immediately made.

(7) 'Card Held Up for Special Information' means that the award is the subject of correspondence with the family or some other person or office, and in such case every effort should be made by the Red

Cross to aid the family in producing the evidence or securing the information requested.

(8) 'Card in Adjustment Section—Amendment to Award Necessary' means that the Adjustment Section is making a study of the case to ascertain the proper amount due, after which an amendment to the award will be requested in order that the payments to the family may be resumed.

(9) 'Charged to E. I. Anderson' means that an adjustment is necessary because of the fact that a 'D' notice (see No. 12 below) has been received. (Mr. Anderson in December, 1918, had charge of the Discontinuance Section.)

(10) 'Charged to Leftovers' means that because of investigation, adjustment, or suspension, the award card did not go to the Disbursing Office for check writing with the main file, and will go later in a separate group for the writing of checks after the main set of checks has been issued.

(11) 'Charged to Myers' means the same as 'In Adjustment Section for Correction'.

(12) 'D', followed by a number, indicates that a discontinuance of payments has been ordered, due to reported desertion, death or discharge.

(13) 'Date Signed' means the date on which the soldier signed the application.

(14) 'Dead File' is the file in which papers are placed after payments have been discontinued and the case closed. It does not necessarily mean that the man or his allottee is dead.

(15) 'Discontinued—Commanding Officer Notified' means that for one reason or another the Bureau of War Risk Insurance has seen fit to cancel the award and the man's commanding officer has been notified to credit the man with all money deducted from his pay on account of such allotment since the date of last payment.

(16) 'Dummy in File Charged to ————' means that the award card in the Audits and Records branch has been removed from the main file and referred to the particular person, whose name is given, for an adjustment of one sort or another. Such a withdrawal and reference is made when the man is reported a deserter, discharged or dead, or when duplicate payments, over-payments, or some other complication has occurred.

(17) 'Duplicate Award Card to Audits and Records—Webb Request Filed' means that as a result of the investigation, the dis-

covery has been made that the award card is missing and that after the requisite number of searches, Mr. Webb (Assistant Superintendent of the Audits and Records branch) has requested a duplicate, which has been forwarded to the Audits and Records branch. This has the effect of re-establishing payments.

(18) 'D. Q. M. Adjustment' means that an adjustment is being or has been made between the Office of the Quartermaster General and the Bureau of War Risk Insurance because of payments made by the Quartermaster General on a Q. M. C. Form 38, allotment duplicating those made by the War Risk Bureau on a Form 1-B Allotment.

(19) 'Flash' means that something other than an application is in the file. It may be a letter from the man from his commanding officer, his dependent, or an outsider.

(20) 'In Adjustment Section for Correction' means virtually the same as the report 'Dummy in File Charged to ————————'.

(21) 'Main File Dummy Charged to Suspended File' means that the award card has been transferred from the main file to the suspended file, which is a file of those cases on which payments, for one reason or another, have been suspended. Generally the reason for the suspension is given; or the cause for suspension is removed and an explanation given of the amount due.

(22) 'Not in S. A. File' means that case has not been delayed by reason of papers being placed in the suspended action file of the Adjustment Section.

(23) 'Q. M. C'. placed in the allotment column of the report by the Disbursing Office, means that the allotments for the months opposite which these three letters occur, have been paid by the Office of the Quartermaster General.

(24) 'R. C. File' means returned check file, not Red Cross File, so that the statement, 'Nothing in our R. C. File', means that no check has been found returned by the post office as undeliverable. This reply is made in cases where families complain of the non-receipt of a particular check.

(25) 'Ready for Leftovers' means that an error has been corrected or an adjustment made and that the card is ready to be sent forward to the Disbursing Office for payment.

(26) 'Released for Payment' means the same as 'Card Authorized for Special Payment'.

(27) 'Send Change of Address Slip' is a request by the Audits and Records branch of the Allotment and Allowance Division to furnish

authority for the change on its records of the address of the allottee. When such a statement is noticed, the family should be advised to notify the Bureau of War Risk Insurance of its new address, to be doubly sure that the correction is made.

(28) 'Stop Payment Notice' means that the Audits and Records branch has received orders to discontinue payments on account of a condition which is generally indicated after the words above quoted. For instance, the phrase may be: 'Stop payment notice—man discharged February 1'; or 'Stop payment notice—man dead'; or 'Stop payment notice—discharged from draft,' etc. 'Stop payment notice' may mean that payments have been ordered stopped, pending receipt of a formal discontinuance.

COMPENSATION

144. *What Compensation Is—To Whom Compensation Applies.* Compensation is a payment made by the United States for death or disability of any commissioned officer or enlisted man or any member of the Army Nurse Corps (female) or of the Navy Nurse Corps (female) when employed in active service under the War Department or Navy Department, which results from personal injury suffered or disease contracted in the line of duty and subject to limitations pointed out in paragraph 170. In case of disability, payment is made to the disabled person. In case of death, payment is made to the widow or child of the deceased or to a dependent father or mother. (See par. 147.)

Compensation under the War Risk Insurance Act is of the same nature as compensation now paid in many states under modern workmen's compensation laws. It takes the place of the pension system applied after previous wars. Compensation benefits are separate from and additional to benefits received from life insurance which the man may have procured from the Government.

145. *Injury or Death 'in the Line of Duty'.* Sec. 300 of the Act provided that "for death or disability from personal injury suffered or disease contracted *in the line of duty* . . . when employed in the active service . . . the United States shall pay compensation as hereinafter provided."

On June 25, 1918, sec. 300 of the Act was amended as follows: "Provided that for the purpose of this section said officer, enlisted man or other member shall be held and taken to have been in sound condition when examined, accepted, and enrolled for service." This section as amended is effective as of October 6, 1917. As far as compensation

cases go, this amendment to sec. 300 clearly controls and would prevent such inquiry into the history of any case.

As a result of this proviso, when a claim for compensation comes before the Bureau of War Risk Insurance in a case where the enlisted man in question had been *accepted at camp*, the Bureau will not inquire into the physical condition of the man before such acceptance in determining whether an injury or disease which he may have was or was not suffered or contracted in line of duty.

The above proviso inserted in section 300 of the Act was made retroactive to October 6, 1917, and, therefore, gives a new chance to recover compensation to many men who had heretofore been refused compensation on the ground that their disabilities existed prior to their entrance into the service.

[Although, under a ruling of the Bureau of War Risk Insurance, an injury suffered or disease contracted between the time a man reports to his local draft board and the time he is examined at camp and either accepted for service or rejected, is held not to be covered by the compensation provisions of the Act, it is possible that legislation may change this ruling. For this reason, any person who suffered an injury or contracted a disease or suffered an aggravation of a prior injury or disease while in active military service between the time that he reported to his local draft board and the time he was examined at camp and accepted for service or rejected, should be advised to make application to the Compensation-Claims Section of the Bureau of War Risk Insurance for compensation. See par. 612.]

Double importance is given to the question discussed in this paragraph by the fact that the right to participation in the very important benefits of vocational training for disabled men, as provided under the Vocational Rehabilitation Law of June 27, 1918, as well as the compensation benefits, depend upon the right to compensation. (See par. 160.)

146. *Finality of Certificate of Disability.* A regulation of the Bureau of War Risk Insurance provides that "if a person is discharged from the military or naval forces on a certificate of disability, such certificate shall be deemed sufficient, as to the facts therein stated, for the purpose of making an award; but such certificate shall not be held to preclude the director from reviewing and modifying the award in accordance with the facts as they may be subsequently established to his satisfaction." (See par. 167.)

147. *Who May Receive Compensation in Event of Death—Who is a 'Widow'.* In case of death of the officer or enlisted man, the compensa-

tion is paid to the widow of the deceased until her death or remarriage, and to children of the deceased until they reach the age of eighteen years or marry, or if a child is incapable because of insanity, idiocy, or being otherwise permanently helpless, then during such incapacity. Compensation may also be paid to a father or mother of the deceased dependent upon him for the necessities of life. Mere contributions by the deceased do not create dependency. See par. 149. (Act, secs. 301, 302.) The compensation provisions do not extend to dependent grandparents.

A woman who married the deceased more than ten years after the time of injury is not a 'widow' within the meaning of the Act. The term 'widow' also includes a widower, whenever his condition is such that, if the deceased person were living, he would have been dependent upon her for support. (Act, sec. 301.)

It should be noted that marriages under the compensation provisions of the Act must be legal marriages. (See par. 85.)

148. *Amount of Compensation in Case of Death.* The monthly compensation to be paid to the widow, children, or dependent father or mother of the deceased, is as follows:

(*a*) If a widow and no child, $25.

(*b*) If a widow and one child, $35.

(*c*) If a widow and two children, $42.50, with $5 for each additional child up to two.

(*d*) If no widow, but one child, $20.

(*e*) If no widow, but two children, $30.

(*f*) If no widow, but three children, $40, with $5 for each additional child up to two.

(*g*) If a dependent mother (or dependent father), $20, or both, $30. (See par. 149.)

149. *Limitations upon Amount of Compensation to Father and Mother.* Section 301 of the Act provides that compensation of $20 monthly may be paid to a dependent mother or dependent father or $30 monthly to both, [in case of the death of the enlisted man. Section 302 provides that in case of disability, compensation is paid to the father or mother of the man, or both, if they are "dependent on him for support."

On May 1st the following regulation was issued by the Bureau of War Risk Insurance defining dependency in this connection:

1. Dependency on the person on account of whose death or disability compensation is claimed, does not exist if the father or mother, or both, have an income sufficient to provide for their reasonable support and maintenance, including clothing and necessary medical treatment for themselves and members of the family under legal age, or of any age if mentally or physically incompetent.

2. Presumption of non-dependency exists when the incomes received are as follows:

When a mother or a father has an income of more than $50 per month or if there be both a mother and a father living together and their combined incomes exceed $90 per month, with $20 per month additional allowance for each additional member of the family under legal age, or of any age if mentally or physically incompetent.

3. In determining the amount of income in a given case, account shall be taken of the net income from property of every character owned by the mother or father or other members of the family under legal age, and of the earnings received by such father or mother or such other members of the family under legal age. Account shall not be taken of the incomes of other members of the family of legal age, but only of the actual contributions made by such members of the family.

4. The fact that the person on account of whose death or disability compensation is claimed has made habitual contributions to his father or mother, or both, is not conclusive evidence that dependency existed.

5. The fact that the father or mother or other member of the family is a beneficiary of any insurance granted under Article IV of the War Risk Insurance Act, should be disregarded in determining dependency, as should also the receipt of any donations or assistance from charitable sources.

All previous regulations and instructions in conflict herewith are hereby rescinded.

Under this regulation, dependency is given a definition similar to that applied in connection with Class B allowances. (See Section 3 of Regulation in par. 113 of the Handbook.) Formerly the interpretation of the term in connection with compensation was not so liberal.]

The compensation to father and mother may not exceed the difference between $75, the maximum total compensation, and the total amount payable to the widow and children. (Act, sec. 302 [g].) For example, a widow with four children would receive $52.50 per month, thus leaving only $22.50 compensation for a dependent father and mother. Upon one of the children reaching eighteen years of age, the compensation to father and mother would increase to $27.50 and would become $30 per month when a second child reached eighteen years of age. Compensation to the dependent mother or father is payable for the death of but one child, and no compensation for the death of a child shall be payable to the dependent mother, if she is in receipt of compensation for the death of her husband.

150. *Maximum Compensation in Event of Death.* The total compensation payable in event of death many not exceed $75 per month.

151. *Apportionment of Compensation [for Death].* As between the widow and the children not in her custody, and as between children, the compensation shall be apportioned on the basis of $20 monthly for the widow and the remainder divided between the children in equal

shares. If there is no widow, such compensation shall be divided between the children in equal shares.

152. *Payment of Funeral Expenses.* A regulation of the Bureau of War Risk Insurance provides, under authority of sec. 301 of the Act, that if a person in the military or naval forces dies while in the service, the United States shall, upon written application therefor, pay the

reasonable funeral expenses (including the expense of burial and the return of the body of the deceased to his home) in a sum not to exceed $100, irrespective of whether a right to compensation under the Act accrues. Only such expenses shall be included as are customary up to and including the actual burial or cremation of the body. Application for such expenses shall be made, on or in substantial conformity with blanks prescribed by the Bureau, by the person who incurred the expenses and should be accompanied by an itemized account, and, wherever practicable, by receipted bills. The payments made hereunder shall be supplemental to any payments made by the War Department or Navy Department from appropriations available to such departments for similar purposes. (See par. 610 for the forms to be used in filing such claims.)

153. [*Apportionment of Compensation for Disability.* Ordinarily the disabled person himself applies for compensation for himself and his dependents, and the award, when made, is not apportioned between them. When special circumstances, however, justify a separate application, the dependent should apply on Form 527, as stated in paragraph 168. If the facts warrant apportionment, the award will be apportioned.

Sub-Section 5 of Section 302 of the War Risk Act expressly provides that compensation shall be apportioned (1) where the disabled person and his wife are not living together, and (2) where the children are not in the custody of the disabled person. The Bureau of War Risk Insurance has recently issued a regulation prescribing rules as to apportionment in such cases, as follows:

Compensation for disability, payable under Section 302 of the War Risk Insurance Act, whenever so required by Sub-Division 5 of such Section, shall be apportioned in accordance with the following table:

Where there is a Disabled Person and	Portion for Disabled Person	Portion for Wife	Portion for Children
Wife but no child	2/3	1/3	.....
Wife and 1 child	6/11	3/11	2/11
Wife and 2 children	6/13	3/13	4/13
Wife and 3 children	6/15	3/15	6/15
Wife and 4 children	11/30	5/30	14/30
Wife and 5 children	5/15	2/15	8/15
No wife but 1 child	3/4	.....	1/4
No wife but 2 children	3/5	.....	2/5
No wife but 3 children	1/2	.....	1/2
No wife but 4 children	9/20	.....	11/20
No wife but 5 children	5/12	.....	7/12

As between children the compensation shall be divided in equal shares.

The foregoing table is not applicable in cases where compensation at the rate of $100 per month is payable, but in such cases the apportionment shall be made by the Bureau on the particular facts presented.] (*Index under "Compensation" and change heading in Table of Contents.*)

154. *Amount of Compensation for Total Disability.* If and while the disability is total, the monthly compensation is as follows:

(*a*) If disabled person has neither wife nor child living, $30.

(*b*) If he has a wife but no child living, $45.

(*c*) If he has a wife and one child living, $55.

(*d*) If he has a wife and two children living, $65.

(*e*) If he has a wife and three or more children living, $75.

(*f*) If he has no wife, but one child living, $40, with $10 for each additional child up to two.

(*g*) If he has a mother or father, either or both dependent on him for support, then $10 in addition for each.

(See par. 186 as to what is 'total disability'.)

155. *What is 'Total Disability'—When 'Permanent.'* A regulation of the Bureau of War Risk Insurance defines 'total disability' as any impairment of mind or body which renders it impossible for the disabled person to follow continuously any substantially gainful occupation.

'Total disability' shall be deemed to be 'permanent' whenever it is founded upon conditions which render it reasonably certain that it will continue throughout the life of the person suffering from it.

It should be borne in mind that it is not necessary that disability be either total or permanent in order to entitle a man to compensation, but that both elements are necessary in order to entitle a disabled man to receive insurance payments.

156. *Compensation Where Totally Disabled and Helpless, Constantly Needing Nurse or Attendant.* Where the disabled person is not only totally disabled but, in addition, so helpless as to be in constant need of a nurse or attendant, a sum not to exceed $20 per month in addition to the amounts named in paragraph 154 may be paid upon the order of the Director of the Bureau. (Act, sec. 302 (1) [*h*].)

157. *Compensation for Loss of Both Feet, or Both Hands, or Both Eyes, or Becoming Totally Blind or Helpless and Permanently Bedridden.* For the loss of both feet or both hands or both eyes, or for becoming totally blind or becoming helpless and permanently bedridden from causes arising in the line of duty in the service of the United States, the rate of compensation is $100 per month, but no additional allow-

ance shall be made in such cases for nurse or attendant. (Act, sec. 302 (1) [*h*].)

158. *Amount of Compensation for Partial Disability—Schedule of Ratings of Reductions in Earning Capacity.* The monthly compensation in case of partial disability is a percentage of the compensation that would be payable for the disabled person's total disability, but shall not be payable for a reduction in earning capacity rated at less than ten per centum.

A schedule of ratings of reductions in earning capacity from specific injuries of a permanent nature has been adopted and is applied by the Bureau. These ratings are based, so far as practicable, upon the average impairments of earning capacity resulting from such injuries in civil occupations and not upon the impairment in earning capacity in each individual case, so that there shall be no reduction in the rate of compensation for individual success in overcoming the handicap of a permanent injury. Thus, if a soldier loses his arm in the service and if such loss is rated as a 33⅓ per cent impairment, he will thereafter receive $15 per month (one-third of $45) compensation if he has a wife but no children, and this will not be affected by the fact that before entering the service he earned $90 per month as a brakeman but subsequently, upon being re-educated by the Government through the Board for Vocational Education, earns $100 per month as a telegrapher. (See par. 161.)

[158A. *No Compensation on Account of Divorced Wife.* Circular 184, War Department, April 12, 1919, contains the following rulings in regard to compensation when the disabled person has a divorced wife:

1. A disabled soldier, having a divorced wife to whom alimony has been decreed, is not entitled to additional compensation for the divorced wife.

2. The term 'wife' as used in Section 302 of the War Risk Insurance Act does not include a divorced wife.

This applies, of course, to both total and partial disability.] (*Index under "Compensation" and add heading to Table of Contents.*)

159. *Medical, Hospital, and Surgical Services.* In addition to compensation, the Government will furnish without cost such hospital care and medical and surgical treatment as the Director of the Bureau may determine to be useful and reasonably necessary. Provision has been made for supplying such treatment at hospitals in every section

of the country so that the injured person may be as near as possible to his home. Such treatment is given every person within the Act who has been discharged and has applied for compensation and who, on examination by a representative of the Medical Board of the Bureau, is found in need of treatment.

Wherever useful and reasonably necessary, the Bureau will supply artificial limbs, trusses, and similar appliances, which will be kept in repair and replaced at Government expense whenever necessary. (War Risk Insurance Act, sec. 302 [3].)

160. *Re-education of Injured Men—Support During Training.* The Vocational Rehabilitation Act of June 27, 1918 (see A.R.C. 210, p. 94), provides that where a man after discharge is entitled to compensation under the War Risk Insurance Act and is unable to carry on a gainful occupation or to resume his former occupation successfully or, having resumed or entered upon such occupation, is unable to continue the same successfully, he will be trained for a new occupation or will be given further training to enable him to resume his former occupation. It is optional with him, when it is offered to him, whether he will undergo such training. During such period of training the Government will pay him either the amount which he was receiving during the last month of his enlistment, or the amount which he would be entitled to receive as Government compensation, whichever amount is the greater, and, if he was an enlisted man at the time of his discharge, his family and dependents will also receive the allotment and family allowance provided by the War Risk Insurance Act.

The Federal Board for Vocational Education, which has this work in charge, also has the power to pay the traveling expenses, lodging, subsistence and other necessary expenses of the man while he is taking the course (Vocational Rehabilitation Act, sec. 4, A.R.C. 210, pp. 94–98), and under such authority guarantees that while the man is receiving his training his total income from all sources will be at least [$75] per month if he is a single man without dependents, and at least [$85] per month for himself and family if he is married and able to live with his family while being trained.

The following rules determine the amount to be paid to men taking vocational training:

Commissioned Officers. The amount of last month's active service pay is paid monthly, during period of vocational training, by the Compensation and Claims Division of the Bureau of War Risk Insurance. Nothing is added by the Federal Board as the pay is invariably more than the minimum monthly income specified.

Enlisted Men. (a) Single, or married, *living apart from dependents* during period of

vocational training, receive [$75] per month exclusive of amount paid dependents.

RULE: From compensation, or last month's active service pay—whichever the greater—deduct total allotment. Deduct this difference from [$75] and the result equals amount Federal Board will add.

EXAMPLE: *Man, wife and 1 child—Pay $30.00. Compensation* $55 (greater than pay) less compulsory allotment (*$15*) *equals $40;* [*$75*] *less $40 equals* [*$35*], the amount the Federal Board will add. Totals received by man and dependents [living apart during training] are: Man, [$75]; dependents, compulsory allotment of $15 plus Government allowance of $25, equals $40. In all, [$115] monthly.

(b) Single, or married, *living with dependents* during period of vocational training, receive not less than [$85] per month inclusive of amount paid dependents.

RULE: To compensation, or last month's active service pay (whichever the greater) add total Government allowance. Deduct this sum from [$85] and the difference, if any, equals the amount the Federal Board will add. If there is no difference or if the sum of compensation and Government allowance is more than [$85], the Federal Board adds nothing.

EXAMPLE: *Man, wife and 1 child—Pay $30.00.* Compensation *$55.* (greater than pay) plus Government allowance of *$25* equals *$80.* This sum is [less] than [*$85*] therefore the Federal Board adds [$5.] Totals received by man and dependents [living together during training] are: Compensation *$55* plus Government allowance of $25 [plus Federal Board payment of $5] equals [$85]. In all [$85] per month.

Home Service Sections may obtain further information in reference to vocational training for disabled men from the Division Director of Civilian Relief or from the nearest district office of the Federal Board. The district offices of the Board are located as follows:

District No. 1: Maine, Vermont, Massachusetts, New Hampshire and Rhode Island. Office: [1201 Little Building, 80 Boylston St.,] Boston, Mass.

District No. 2: Connecticut, New York and New Jersey. Office: [469 Fifth Ave.,] New York City.

District No. 3: Pennsylvania and Delaware. Office: [1211 Chestnut St.,] Philadelphia, Pa.

District No. 4: District of Columbia, Maryland, Virginia and West Virginia. Office: [7th floor Lexington Bldg. Annex, Baltimore, Md.]

District No. 5: North Carolina, South Carolina, Tennessee, Georgia and Florida. Office: [823 Forsyth Building,] Atlanta, Ga.

District No. 6: Alabama, Louisiana and Mississippi. Office: [412] Maison Blanche Annex, New Orleans, La.

District No. 7: Ohio, Indiana and Kentucky. Office: [1212] Mercantile Library Building, Cincinnati, Ohio.

District No. 8: Michigan, Illinois and Wisconsin. Office: 1600 Westminster Building, 110 S. Dearborn St., Chicago, Ill.

District No. 9: Iowa, Nebraska, Kansas and Missouri. Office: [815] Chemical Building, St. Louis, Mo.

District No. 10: Minnesota, North Dakota, South Dakota and Montana. Office: 742 Metropolitan Bank Building, Minneapolis, Minn.

District No. 11: Wyoming, Colorado, New Mexico and Utah. Office: [400 Mercantile Building,] Denver, Colo.

District No. 12: California, Nevada and Arizona. Office: [997 Monadnock Building,] San Francisco, Cal.

District No. 13: Idaho, Oregon and Washington. Office: [539 Central Building,] Seattle, Wash.

District No. 14: Arkansas, Oklahoma and Texas. [810 Western Indemnity Building,] Dallas, Texas.

After the course of training has been completed the Government will attempt to secure for the man a suitable place to work.

Home Service Sections should strongly recommend to discharged men who are totally or partially disabled by disease or injury received in the service that they take advantage of the opportunities for vocational training so offered; otherwise, the disabled man will find himself badly handicapped when he is obliged to compete with able-bodied men.

In general, in this connection, see [Chapter V of this Handbook and] Chapters II, III, and V, A.R.C. 210.

161. *Re-education Will Not Reduce Compensation Granted for Specific Injuries of a Permanent Nature.* The purpose of re-education is to benefit the men themselves and the community in which they live by making them more useful and more prosperous citizens. Such re-education does not relieve the Government of any of its obligations for compensation under the Act, and will not affect or reduce the amount of compensation where the man is suffering from a specific injury or combination of injuries of a permanent nature, *e.g.*, loss of a limb, even though the re-educated man is able, after re-education, to earn more than he did before. This follows from the express provisions of section 302 (2) of the Act, providing that the ratings of reduction in earning capacity from specific injuries or combination of injuries of a permanent nature "shall be based, as far as practicable, upon the average impairments of earning capacity resulting from such injuries in civil occupations and not upon the impairment in earning capacity in each individual case, so that there shall be no reduction in the rate of compensation for individual success in overcoming the handicap of a permanent injury."

Compensation may be reduced only upon a partial or complete recovery from a disability which is not permanent in its nature, *e.g.*, in the case of partial or complete recovery from a temporary injury or curable disease, where the man's earning capacity is fully or par-

tially re-established as the result of such recovery. Such reduction follows from the man's recovery from his physical disability (something impossible in the case of a permanent disability, such as the loss of an arm), and not from any re-education that the man may have received. If the man's disability increases because of his injury or disease contracted in line of duty becoming more severe, his compensation therefor will thereupon be proportionately increased upon a re-award regardless of any re-education he may have received.

162. *When Compensation Commences.* In event of death, compensation to the beneficiaries commences at the time of death, but shall not be payable for death in the course of the service until the death is officially recorded in the department under which the man was in service. In case of disability, compensation commences at the date of discharge from the service, but in no event earlier than October 6, 1917, when the Act went into effect.

163. *Termination of Compensation.* Compensation already granted to the disabled person himself will terminate upon his death, or upon a finding upon a new medical examination, that his disability has ceased.

Compensation to a widow will cease upon her death or remarriage, or, in the event of her open and notorious illicit cohabitation. (Act, secs. 22 [5], 301.)

Compensation to a child ceases upon its death or reaching the age of eighteen years, or upon marriage before reaching eighteen years of age, but, if the child is incapable because of insanity, idiocy, or being otherwise permanently helpless, then the compensation continues during such incapacity. (Act, sec. 301.)

Compensation to a father or mother ceases in event of death of such parent or upon his or her ceasing to be dependent.

164. *Date for Fixing the Amount of Compensation.* The amount of each monthly payment will be determined according to the family conditions existing on the first of the month. (Act, sec. 302 [4].) For example, if one of three children should die on the tenth of August, the compensation to the widow and two remaining children would be $47.50 for August, but reduced to $42.50 commencing with September. The birth of a child after the first day of the month would not increase the amount of compensation until the succeeding month.

165. *Meaning of Term 'Wife.'* The term 'wife' may include 'husband' if the husband is dependent upon the wife for support. (Act, sec. 302 [6].)

166. *Subsequent Medical Examinations.* Every person applying for or in receipt of compensation for disability is required to submit himself or herself for medical examination as frequently and at such times and places as may be reasonably required. He may have a duly qualified physician, selected and paid by himself, present to participate in such examination. In the discretion of the Director of the Bureau, the person examined may be paid his reasonable traveling and other expenses and also wages lost in order to submit to the examination. The penalty for a disabled person's refusal to submit to a required examination or obstructing such examination is the suspension of his compensation until such refusal or obstruction ceases (Act, sec. 303). The result of such examination may be an increase in the amount of compensation, or a reduction or stopping altogether of compensation, depending upon whether an increased or decreased degree of disability is found or the disability is found to have disappeared. Another possible result is that the person examined will be sent to a hospital for needed medical, surgical, or hospital treatment at Government expense.

167. *Review of Awards.* Although the certificate of disability mentioned in paragraph 146 is deemed sufficient, as to the facts therein stated, for the purpose of making an award, yet such certificate does not preclude the Bureau, on application or on its own initiative, from reviewing and modifying the award in accordance with the facts as subsequently established by ending, diminishing, or increasing the compensation previously awarded, or awarding compensation if it was previously refused or discontinued.

168. *Application for Compensation—Red Cross Assistance.* [In cases of disability, applications for compensation should be made on Form 526, accompanied by a physician's certificate on Form 504. If a dependent relative, instead of the disabled person himself, desires to apply for compensation, application must be made on Form 527. All of these forms may be obtained from the Division Directors. See par. 153; also Appendix, pars. 612 and 613.]

In case of death, the application should be made by the wife, child or dependent father or mother on Form 527—following carefully the instructions printed on the front of the blank.

Red Cross Home Service Sections may render valuable service, not only in advising those entitled to compensation as to their rights, but also in assisting them in making the application and procuring the necessary supporting evidence. (See Appendix, pars. 612, 613.)

169. *Time Within Which Claim for Compensation Must be Filed.* No compensation for death during service will be paid unless the claim is filed within five years after such death was officially recorded in the department in which the man was serving, or in case of death after discharge or resignation from the service, unless the claim is filed within five years after death. (Act, sec. 309.)

No compensation for disability will be paid unless the claim has been filed within five years after discharge or resignation from the service or within five years after the beginning of disability if that occurs after leaving the service. (Act, sec. 309.)

The Director of the Bureau may extend the period for making application not to exceed one year for good cause shown. (Act, sec. 309.)

If any person entitled to compensation is at the time when such right to compensation accrues, a minor, or of unsound mind or physically unable to make a claim, the five-year period will not begin to run until such disability ceases. (Act, sec. 309.)

170. *Limitations Upon Right to Compensation.* Payment of compensation for death or disability is subject to the following limitations:

(1) No compensation will be paid if the injury or disease was caused by the man's own willful misconduct. (Act, sec. 300.)

(2) No compensation will be paid for death or disability occurring later than one year after a man leaves the service unless, after medical examination made at the time of resignation or discharge or within a reasonable time thereafter (not exceeding one year), a certificate was secured from the Bureau of War Risk Insurance to the effect that the man at the time of discharge or resignation was then suffering from an injury or disease likely to cause death or disability later. (Act, sec. 306.) This provision as to a certificate is important because such a certificate, if procured, in effect, stops the running of the time limitation.

(3) No compensation will be paid for death inflicted as punishment for crime, or military offense, unless such death be inflicted by the enemy. (Act, sec. 308.)

(4) No compensation will be payable for any period more than two years prior to the date of claim. (Act, sec. 310.)

(5) No compensation will be paid during the period in which a man is reported as missing, if during that time his pay and family allowance go on. A man is not considered dead until reported so by the department under which he is serving. (Act, sec. 307.)

(6) Compensation will not be paid to those receiving service or retirement pay. (Act, sec. 312.)

(7) Dishonorable discharge, of course, terminates all right to compensation. (Act, sec. 29, 308.)

[170A. *Exception to One-Year Limitation upon Applications for Compensation.* The exception noted in par. 170 (2) to the requirement that compensation may only be granted for a disability which arose within one year after discharge or resignation is based on sec. 306 of the War Risk Insurance Act, which provides:

That no compensation shall be payable for death or disability which does not occur prior to or within one year after discharge or resignation from the service, *except that where, after a medical examination made pursuant to regulations, at the time of discharge or resignation from the service, or within such reasonable time thereafter, not exceeding one year, as may be allowed by regulations,* a certificate has been obtained from the director to the effect that the injured person at the time of his discharge or resignation was suffering from injury likely to result in death or disability, compensation shall be payable for death or disability, whenever occurring, proximately resulting from such injury. (Italics are ours.)

This exception is of great importance because it permits recovery for death or disability—no matter when such death or disability may occur—if within one year after discharge or resignation the injured person procures from the director of the Bureau a certificate to the effect that at the time of his discharge or resignation he was suffering from an injury likely to result in death or disability. This provision removes the one-year limitation from cases which come within the exception.

It is important that officers and enlisted men who resign, or are honorably discharged, avail themselves of the benefits of this exception where they are suffering at the time of discharge or resignation, or find themselves suffering within a year after their discharge or resignation, from an injury likely to result in death or disability at some later time, particularly if such death or disability is not likely to occur until at least one year has expired from the date of resignation or discharge. Otherwise, recovery of compensation for disability or death which occurs later than one year after discharge or resignation will be barred even though the injury from which it resulted existed at the time of discharge or resignation or appeared within one year thereafter.

Each officer and man is given a thorough medical examination at the time he is mustered out of the service. If he is found to be suffering from an injury which creates present disability or which may subsequently result in his death or disability, he is instructed at that time to file with the Compensation-Claims Section of the Bureau a claim for compensation on Form 526 and a certified copy of the certificate of the medical examiner who gave him his final medical examina-

tion will be attached to said Form 526. The certificate of the medical officer in the case of an enlisted man is made on Form 135–3 A. G. O. and in the case of an officer on Form 395-1 A. G. O. If it is found that the injured officer or enlisted man is entitled to compensation, an award is made at once. If found to be suffering from an injury which is likely at some subsequent time to result in death or disability, but for which he is not entitled to compensation at that time because it has not produced disability warranting compensation, such finding upon his application will bring him within the exception noted above, and a certificate will be issued. See par. 612.

If by his final medical examination at the time of resignation or discharge, the officer or enlisted man is not found to be suffering from any injury which authorizes an award of compensation or is likely to result in death, or disability, but if *such injury becomes apparent later and within one year after discharge or resignation, the officer or enlisted man should at once write in substance as follows to the Compensation-Claims Section, Bureau of War Risk Insurance, Washington, D. C.:*

John Howard Smith, Army Serial No. 85634, formerly Private, Co. L, 125th Infantry, American Expeditionary Forces. Enlisted October 20, 1917, at Rockford, Ill. Discharged January 5, 1919. Present address, 132 Willow Street, Rockford, Ill.

Bureau of War Risk Insurance,
Attention, Compensation-Claims Section,
Treasury Department,
Washington, D. C.
Gentlemen:

I, the above-named enlisted man, was honorably discharged from the Army on January 5, 1919. At the medical examination given me at the time I was not found to be suffering from any injury likely to result in death or disability. Please send me copies of forms 526 and 504 of the War Risk Insurance Bureau with instructions as to where I shall report for medical examination, as I believe that I am suffering from an injury which existed at the time of my discharge, but which was not discovered, and from which death or disability is likely to result at some later time.

Very truly yours,
(Signed) JOHN HOWARD SMITH,
132 Willow Street,
Rockford, Ill.

Upon the return to the Compensation-Claims Section of Form 526 properly filled out and executed by the applicant, and upon the applicant's undergoing the required physical examination followed by the return to the Compensation-Claims Section of Form 504 properly filled out and executed by the physicians before whom the applicant

was instructed by the Compensation-Claims Section to appear and be examined, an award of compensation will be made if it is found that the applicant is entitled to such award. If it is found that he is not entitled to an award, but that he is suffering from an injury from which death or disability is likely to result at some time later, a certificate will be issued.

It should always be borne in mind that compensation may only be granted for death or disability from personal injury suffered or disease contracted in line of duty when employed in active service, and that the certificate granted under the provisions discussed in this paragraph will not authorize recovery of compensation for death or disability resulting from some other cause than the injury or disease for which the certificate was granted. For example, if the certificate stated that the discharged soldier was suffering from a certain named injury likely at some later time to result in death or disability, but his death or disability was the result of a train accident, neither he nor those within the class of beneficiaries of compensation would have any claim for compensation on account of his disability or death from this cause not connected with the injury or disease contracted in line of duty for which the certificate was issued. (*Index this par. under "Compensation." Add heading to Table of Contents.*)

[170B. *Certificate of Disability.* The certificate of disability described in paragraph 170A is in the following form:

CERTIFICATE OF DISABILITY

.....

This is to certify that.....United States ......, was discharged from the service of the United States.....; that the record of the medical examination made pursuant to the regulations of the Bureau of War Risk Insurance on ....., a copy of which is on file in the Bureau, shows that the said.....was at the time of his discharge suffering from an injury which is likely to result in death or disability; and that this certificate is issued in accordance with provisions of Section 306 of the War Risk Insurance Act.

When a disabled man does not wish to apply for compensation immediately, but desires to reserve the right to apply later, he should fill out and forward to the Bureau of War Risk Insurance, Forms 526 and 504, together with a request for a certificate of disability in order to establish the fact that he has had an injury or disease which may result later in disability or death. (*Index under "Compensation"; "Certificates of Disability"; and add heading to Table of Contents.*)

170c. *Effect of Certificate of Discharge.* As regards the disability of a discharged man, his certificate of discharge is not final. In other words, his physical disability may be recognized by the Bureau after his discharge, even though his certificate of discharge stated that he had no disability at the time of leaving the service.] (*Index under "Compensation"; "Discharge from Service"; and add heading to Table of Contents.*)

was instructed by the Compensation-Claims Section to appear and be examined, an award of compensation will be made if it is found that the applicant is entitled to such award. If it is found that he is not entitled to an award, but that he is suffering from an injury from which death or disability is likely to result at some time later, a certificate will be issued.

It should always be borne in mind that compensation may only be granted for death or disability from personal injury suffered or disease contracted in line of duty when employed in active service, and that the certificate granted under the provisions discussed in this paragraph will not authorize recovery of compensation for death or disability resulting from some other cause than the injury or disease for which the certificate was granted. For example, if the certificate stated that the discharged soldier was suffering from a certain named injury likely at some later time to result in death or disability, but his death or disability was the result of a train accident, neither he nor those within the class of beneficiaries of compensation would have any claim for compensation on account of his disability or death from this cause not connected with the injury or disease contracted in line of duty for which the certificate was issued.] (*Index this par. under "Compensation." Add heading to Table of Contents.*)

171. *Subrogation of United States to Claim Against Third Person Who Injured or Caused Death of Enlisted Man.* If any injury or death for which compensation is payable under the Act, was caused by some one else than the United States or the enemy and has created a legal liability against such third person for causing such injury or death, the injured person or his beneficiary in case of his death may be required either to assign to the United States the cause of action for such death or injury or to prosecute the action in his own name. The penalty for failure to make such assignment or failure to prosecute is loss of the right to compensation. Upon such assignment, the United States may bring an action against the person liable or compromise the right of action, placing the proceeds of such action or compromise, after deducting expenses, to the credit of the compensation appropriation. If the proceeds of the action or compromise so received after deducting expenses exceed the present value of the compensation awarded, then the excess is paid to the injured person or beneficiary. If the injured person or beneficiary has recovered from the person liable, such recovery will be credited upon the compensation award. The purpose is to prevent the injured person or beneficiary from obtaining a double recovery. (Act, sec. 313.)

Where a commissioned officer or an enlisted man has been injured by a third person, but has not been discharged from service because he will ultimately recover and become fit for duty, he should allow the Government to handle his claim against such third person, thus relieving himself from much trouble and expense. In such a case, the man is not entitled to compensation and, therefore, will receive for his own use the entire net proceeds of any action or settlement in his behalf. The man should be particularly warned in such a case to refrain from the employment of a lawyer desiring to prosecute his claim on a contingent fee.

172. *Man Discharged or Who Died Prior to October 6, 1917.* If a man was discharged or died prior to October 6, 1917, there is no right to compensation under this Act. (But see par. 201 as to automatic insurance.) Where a person is entitled to pension under the former pension laws he should file application therefor on a blank which may be obtained by writing directly to the Bureau of Pensions, Washington, D.C. As a general rule the assistance of a pension attorney is unnecessary.

GOVERNMENT [TERM] INSURANCE

173. *Reason for Government Insurance.* One effect of a man's entering military or naval service is to impair his ability to procure life insurance with the existing life insurance companies, which, at the commencement of the war, greatly increased their insurance rates to men going overseas in military service. Disease or injuries received in the service may render a man uninsurable upon his discharge from service. To meet this situation article IV of the War Risk Insurance Act, dealing with life and total disability insurance, was enacted, restoring insurability by giving those in military or naval service an opportunity to buy from $1,000 to $10,000 worth of insurance from the Government at exceedingly reasonable rates. Insurability is preserved after the war regardless of the man's physical condition through the privilege of converting war risk insurance (that is, changing it) into one of the usual forms of permanent insurance without physical examination. (See par. [202, and following].)

174. *Red Cross Service.* Home Service workers should urge all men about to enter the service to take out the largest amount of Government insurance that they can carry without undue sacrifice of immediate interests. Emphasis should be placed upon the liberal provisions of the War Risk Insurance Act, the advantages which the family will receive if the insured dies or comes back totally and permanently disabled, and which the man himself will receive if he comes back totally and permanently disabled or is disabled so that he cannot procure insurance from insurance companies. Red Cross workers should advise families having men in the service to urge them to take immediate advantage of the Act, pointing out the one hundred twenty days' limitation upon the time for applying for the insurance.

It is of supreme importance that Home Service workers impress upon men after their discharge the importance of continuing their Government insurance payments and of converting the war-time insurance into one of the new forms of Government insurance within five years after peace is declared. (See pars. 182, [202, and following].) Substantial reasons why discharged men should continue their Government insurance and convert it are as follows:

1. The man will keep his family *continually* protected.
2. It helps the man to save money methodically and instills habits of thrift.
3. It gives him an opportunity by means of an endowment policy to provide for his own old age.

4. Government insurance will cost him less than other life insurance because there are no charges for commissions, collections, physical examination, advertising or administrative expenses.
5. Government insurance is free from taxation.
6. Government insurance is free from the claims of creditors.
7. There is nothing safer than Government insurance.

175. *Who May Procure Insurance.* Insurance may be procured by commissioned officers, enlisted men, members of the Army Nurse Corps (female) and members of the Navy Nurse Corps (female). The personnel of the Light House Service, transferred from the Department of Commerce to the service of the War and Navy Departments by order of the President, may also take out insurance. (See par. 87.)

Red Cross nurses do not become eligible until they actually become members of the Army or Navy Nurse Corps employed in active service under the War Department or the Navy Department. It should also be noted that no application for insurance will be valid if executed before the man or the nurse has actually become a member of the Army or Navy.

[175A. *Insurance for Conscientious Objectors.* An opinion of the Judge Advocate General holds that conscientious objectors furloughed for agricultural purposes or for service with the Friends Reconstruction Unit, who have performed no military service and who announced when they reported for duty that they would not perform any military service, are entitled to the benefits of government insurance. Insurance may not be procured by one on an indefinite agricultural furlough because he is not in active military service, but such furlough does not deprive the man of existing rights perfected while in active service. If furloughed without pay, payment of insurance premiums must be made by the man himself or by some other person on his behalf. Discharge or dismissal from the service on the ground that he is a conscientious objector is necessary under section 29 of the War Risk Insurance Act to deprive such conscientious objector of his rights under the War Risk Insurance Act. See paragraphs 93, 198 (3). An *honorable* discharge paper with the notation stating that the man was a conscientious objector who served in a non-combatant capacity, does not deprive of insurance rights.] (*Index this par. under "Insurance" and under new heading "Conscientious Objectors." Add heading to Table of Contents.*)

176. *Amount of Insurance.* The insurance will be issued for any multiple of $500 but for not less than $1,000 or more than $10,000.

177. *Application for Insurance.* Application for insurance is made on Form 2–A. Under existing practice, such application is made after the man reaches camp and has passed his physical examination and been accepted. It is the view of the Bureau that until then a man may not avail himself of the insurance privileges of the Act.

177A. *Insurance to Persons Totally and Permanently Disabled—Death-Bed Applications for Insurance.* [In determining the validity of applications for War Risk Insurance and claims based thereon, the fact that the applicants were in a dying condition at the time the applications were made will now be disregarded. This liberal ruling, announced June 10, 1919, is as follows:

Applications for War Risk Insurance that have been rejected on the ground that the applicants were mortally ill at the time of making such applications shall be reconsidered and insurance granted thereon, if such applications are otherwise valid under the War Risk Insurance Act.

The Compensation and Claims Division of the Bureau of War Risk Insurance shall immediately re-examine all claims for insurance that have been disallowed on the ground that the applications therefor were made while the applicants were in a dying condition, and, if such applications are otherwise valid, shall make awards thereon pursuant to the provisions of the War Risk Insurance Act. The beneficiaries or other persons concerned in such cases shall be notified that the case will be re-opened and adjudicated in accordance with the provisions of this order.]

178. *By Whom Application Must be Made.* Only the man himself may apply for the insurance. He should procure an application blank (Form 2–A) for this purpose from the insurance officer in camp, or from his commanding officer. Although an application on such form is not absolutely essential and the Bureau will recognize as an application any writing sufficiently identifying the applicant and specifying the amount of insurance desired, yet where the blank is procurable, as is generally the case, it should be used.

179. *When Application Must be Made.* Applications for insurance must be made within 120 days after enlistment or after entrance into or employment in the active service and before discharge or resignation, except that those in service on October 15, 1917 (the date of the publication of the terms of insurance), were allowed until February 12, 1918, to apply. This date was later extended to April 12, 1918, by joint resolution of Congress.

The amount of insurance, once it is fixed, cannot be increased after the expiration of the 120 days' period, but it may be decreased at any time in accordance with regulations. As to such regulations, inquiry should be made to the insurance officer in camp, or, after leaving the service, to the Bureau of War Risk Insurance, Insurance Division, Treasury Department, Washington, D. C.

A man who re-enlists after discharge under a prior enlistment has 120 days after the date of such re-enlistment in which to apply for insurance, but this does not apply in the case of enlisted men discharged to accept commissions. There must be a period between the enlistments in which the man resumed his civilian status.

[179A. *Reduction in Amount of Insurance After Discharge.* The amount of insurance once it is fixed cannot be increased after expiration of the 120 days, but it may be decreased at any time. To secure a reduction in the amount of insurance after discharge, the insured should write to the Insurance Division of the Bureau of War Risk Insurance, Treasury Department, Washington, D. C., giving full identification data, and asking that his insurance be reduced to a stated amount. His signature should be witnessed by two persons under the caption: "Witnesses to Signature." The address of each witness should be stated. Payment of the next premium falling due should be for the reduced amount of insurance. See table of premium rates, par. 180.

When the soldier desires to reduce the amount of his insurance while he is still in the service, he should make inquiry of the Insurance Officer in camp, who will inform him as to the proper procedure.]

180. *The Amount of Premiums.* [The annual rates per thousand for yearly renewable term insurance issued under the War Risk Insurance Act during the period of the war are as follows:

Age	*Monthly Premium*	*Age*	*Monthly Premium*	*Age*	*Monthly Premium*
15	$0.63	32	$0.71	49	$1.08
16	.63	33	.72		
17	.63	34	.73	50	1.14
18	.64			51	1.20
19	.64	35	.74	52	1.27
		36	.75	53	1.35
20	.64	37	.76	54	1.44
21	.65	38	.77		
22	.65	39	.79	55	1.53
23	.65			56	1.64
24	.66	40	.81	57	1.76
		41	.82	58	1.90
25	.66	42	.84	59	2.05
26	.67	43	.87		
27	.67	44	.89	60	2.21
28	.68			61	2.40
29	.69	45	.92	62	2.60
		46	.95	63	2.82
30	.69	47	.99	64	3.07
31	.70	48	1.03	65	3.35

The rate that the man must pay on his insurance at the time it is taken out depends upon his age at his nearest birthday. If, for example he is twenty-two years and five months old at the time he takes out his Government insurance, he will pay at the rate of a person twenty-two years old. If he is twenty-two years and seven months old, he will pay at the rate of a person twenty-three years old. On July 1, 1919, and annually thereafter, all monthly premium rates are changed to the rate for one year higher according to the schedule of premium rates stated above in respect to all insurance which has been in force at least twelve months prior thereto.]

The premium rates are based upon the American Experience Table of Mortality and interest at three and a half per cent per annum. This is the bare cost of the insurance at peace-time rates and does not include any expense for commissions, inspection, medical examination,

administration or other charges. All administrative expenses are borne by the Government.

[The rates above given have no application to the new forms of insurance into which the annual renewable term insurance issued during the war must be converted within five years after the declaration of peace. The rates for such insurance will be fixed at the time it is issued, will not increase as in cases of annual renewable term insurance and will depend upon the age of the insured, the form of insurance he selects and the amount of insurance he carries.]

181. *Prorating Premiums.* Premiums at the beginning of the insurance contract are not prorated for the portion of the calendar month which precedes the date of the application for insurance. The premium for the full month is payable on or before the end of the calendar month in which application is made. When the man leaves the service no adjustment of insurance premiums is made, either by deduction from pay in respect of days elapsed since the end of the previous calendar month or by refund in respect of any portion of a month for which insurance premiums have already been collected.

182. *How Premiums are Paid—Payments After Discharge.* Premiums are usually paid while the man is in service by an allotment on Form 2–A from the man's pay of a sufficient amount each month to pay the premiums. These deductions are made without any further action by the man himself. Officers must make notations on their own vouchers.

After he is discharged it will be necessary for him to make the payments himself in order to keep the insurance in force. [The first insurance premium after a man's discharge is due on the first day of the calendar month succeeding his discharge unless he was discharged on the last day of the month. His monthly premiums are payable thereafter on the first day of each month. (See par. 198.) At the time of a man's discharge no deduction is made from his pay for the pro rata portion of his insurance premiums for the month in which he is discharged (which would be payable if he were in the army on the last day of the month), unless he is discharged on the last day of the month. Thus, if a man is discharged January 20, 1919, no deduction is made at the final settlement for the twenty days of January which had expired, and his first premium is payable February 1st, but if discharged January 31st, his next insurance premium is due March 1st.

Letters containing insurance payments sent after a man's discharge should be addressed to the Disbursing Clerk, Bureau of War Risk

Insurance,] Treasury Department, Washington, D. C., making checks, money orders or drafts payable to the order of the Treasurer of the United States. The first letter after the man's discharge, accompanying his premium payment, should state the date to which premiums on his policy were paid by deductions from his pay (if he has such information), the cause of discharge as shown by his discharge papers, his full name and rank, army serial number if he was a soldier, his present post office address, the organization to which he was attached at the time of enlistment, the date of his birth, and the date of his discharge. These details accompanying the first payment are necessary in order that there may be no mistake as to identification. On receipt of the first payment the Government will send to the man a form to be used with his next payment and will continue to send such forms after each payment is received thereafter. [A receipt is sent to the insured for each insurance payment.]

If the man is in doubt as to the amount which he should send as his first payment, he should be sure to send enough, and any over-payment will be credited as advance payment on future premiums. This is important because of the possible effects of a violation of the regulation of the Bureau prohibiting payment of only a portion of a monthly insurance premium. [See par. 180 as to annual increase in premium rates.]

The instructions above given should be carefully followed, thus avoiding all questions of lapsation and reinstatement. (See pars. 198, 199.)

It should be borne in mind that third persons who pay insurance premiums after a man leaves service may not thereby secure any right to the proceeds of the insurance, and cannot thereby interfere in any way with the absolute right of the insured to name at any time whomsoever he wishes within the permitted class as beneficiary.

Permission will not be given to one person to pay part of the premium and to another person to pay the balance. The entire premium each month must be paid by one person.

183. *Withholding Premiums from Proceeds of Insurance.* Upon the maturity of any insurance the Bureau of War Risk Insurance will withhold from the proceeds thereof the amount of any unpaid premiums.

184. *When the Insurance is in Force.* The insurance is in force as soon as the application is duly filled out and executed and mailed or delivered to the proper person. No medical examination is necessary other than the regular examination each man passes upon entering service.

185. *When Insurance Becomes Payable.* The insurance installments become payable and the payment of premiums ceases at the death of the insured or in case of his total and permanent disability.

[185A. *Death from Suicide.* A Treasury Decision relating to War Risk Insurance provides that "payment of claims arising under insurance validly granted in accordance with the provision of Article IV of the War Risk Insurance Act and in force at the time of the death of the insured, will not be refused or contested on the ground that death was by suicide, sane or insane."] (*Index this par. under "Insurance." Add heading to Table of Contents.*)

186. *What is 'Total and Permanent Disability'.* Any impairment of mind or body which renders it impossible for the disabled person to follow continuously any substantially gainful occupation is deemed to be total disability.

'Total disability' is deemed to be 'permanent' whenever it is founded upon conditions which render it reasonably certain that it will continue throughout the life of the person suffering from it.

Whenever it is established that any insured person to whom any installment of insurance has been paid, on the ground that he has become totally and permanently disabled, has recovered the ability to follow continuously any substantially gainful occupation, the payments of installments of insurance will be discontinued at once and no further installments will be paid so long as such recovered ability continues.

187. *To Whom Insurance May be Made Payable.* The insurance may be made payable only to a wife, husband, child, grandchild, parent, brother or sister (see definitions of these terms in paragraph 86). The insurance is not assignable or subject to claims of creditors. The insurance may not be made payable to a foster parent or to a person who has stood in the position of parent to the insured unless such person has legally adopted the insured.

[A soldier may name an enemy alien as beneficiary of Government insurance, but he will be advised that should his insurance mature during the continuance of the war, it will be paid to the Alien Property Custodian to be disposed of by him under the rules and regulations governing the disposition of alien enemy property.]

It should be noted that marriages under the Insurance provisions of the Act must be legal marriages. (See par. 85.)

188. *Name of Beneficiary not Disclosed by Bureau.* The Bureau of War Risk Insurance usually will not disclose to anyone during the life time of the insured the name of the beneficiary under an insurance policy. Such information may be procured only from the insured.

189. *Power of Insured to Change Beneficiary.* The insured has full power to change the beneficiary at any time, without the consent of the beneficiary, but only within the class mentioned.

Every change of beneficiary shall be in writing, signed by the insured, and witnessed by at least one person. Such change will not be valid unless and until it is recorded in the Bureau of War Risk Insurance. Wherever practicable, the change of beneficiary shall be made upon blanks prescribed by the Bureau.

A change of beneficiary may be made by last will and testament of the insured. Payments of installments of insurance will be made to the beneficiaries last of record in the Bureau until the Bureau receives notice of change by will.

190. *No Policy Issued—Custody of Certificate.* The Government issued a certificate but no 'policy' in the usual sense of that term for the insurance taken during the war, but will issue a policy for the insurance into which the war-time insurance must be converted within five years after the declaration of peace.

The certificate is sent to the person whom the insured indicates on his application as the one he desires to have custody of the certificate. If the insured does not indicate who is to have custody of the certificate, it will be sent to the beneficiary first named, except in the cases where the second or subsequent beneficiary is a beneficiary for a larger amount of money than the first beneficiary. A beneficiary should not make application to have the certificate sent to him or her.

Relatives of men who have taken out insurance should not be worried because they have not received the insurance certificate. The loss or destruction of the certificate will not make the insurance void. The Government not only has a record of the insurance, but the pay accounts of the organization to which the man is attached show the monthly deductions of the premium which he pays for insurance. (See pars. 241–243.)

191. *Application for Payments where Insured has Died or is Totally and Permanently Disabled.* When the insured has died, the beneficiary, if known, or relatives of the deceased should write to the Bureau asking for the proper application blank (see par. 251 and Appendix, par. 611). If the insured has become totally and permanently disabled, he should

inform the Bureau by letter, asking for information and for the proper application blanks.

192. *Payments in Case of Total and Permanent Disability.* In case of total and permanent disability, payments are made to the insured so long as he lives. It should be noted that payments to the insured in the event of his total and permanent disability are not limited to two hundred forty installments, as in the case of payments to the beneficiary, in the event of the death of the insured, but continue throughout his lifetime. If the insured dies before two hundred and forty payments have been made, then the remainder of the two hundred forty installments will be paid to the beneficiary. If two hundred forty installments had already been paid to the insured, the beneficiary would receive nothing.

Each monthly payment is $5.75 for each thousand dollars of insurance. Thus, if $10,000 of insurance were taken, the monthly payment would be $57.50.

193. *Payments in Case of Death.* In case of death of the insured, the insurance will be paid to the beneficiary in two hundred forty monthly installments, less any installments previously paid to the insured on the ground of total and permanent disability. Each monthly installment is $5.75 for each thousand dollars of insurance.

The new insurance policies to be issued during the five years after the war in place of the present policies, will permit an election to have the payments to the beneficiary continue throughout his or her lifetime without ending at the expiration of two hundred forty monthly installments.

194. *Payments where Beneficiary Dies before Insured.* Where the beneficiary named by the insured dies before the insured and the insured has named no new beneficiary, or where the insured has not designated a beneficiary, the insurance is payable to such person or persons, within the permitted class of beneficiaries (spouse, child, grandchild, parent, brother or sister), as would under the laws of the state of the residence of the insured be entitled to his personal property in case of intestacy. (Act, sec. 402.) The law of the state not only identifies the persons who will receive the insurance, but also fixes the shares and proportions in which such persons are entitled to the insurance.

195. *Payments where Beneficiary Dies after Death of Insured.* Where the death of the beneficiary occurs after the death of the insured and after the beneficiary has been paid a portion of the two hundred forty

installments, the remaining installments will be paid to such person or persons as would be entitled in the event that the beneficiary had died before the insured, as explained in par. 194, provided the insured had not designated someone within the permitted class to receive the remaining installments upon the death of the first-named beneficiary.

A beneficiary in receipt of insurance has no power to designate who shall receive the remaining installments after his or her death.

196. *Payments Where No One Within Class of Permitted Beneficiaries Survives.* In the event that no person within the permitted class of beneficiaries survives the insured, [under the present Act, nothing is payable to his estate in the case of term insurance, because this term insurance has no reserve value. This is not true of permanent Government insurance, as to which see paragraph 213 (12).]

197. *Termination of Insurance Payments to Widow.* The open and notorious illicit cohabitation of a widow who is a claimant will operate to terminate her right to insurance from the commencement of such cohabitation. Remarriage will also terminate the right to receive further payments of automatic insurance, but not of contract insurance. A wife divorced may receive payments of neither automatic nor contract insurance.

198. *Lapse or Other Termination of Yearly Renewable Term Insurance.* [Treasury Decisions 44 and 45, approved May 17, 1919, repealed all former conflicting decisions and regulations, particularly Treasury Decisions 32, 33 and 39, and contained new and more liberal rules regarding lapse and reinstatement of term insurance. Treasury Decision 44 W.R. deals with lapse and reinstatement of term insurance while a man is still in military or naval service, while Treasury Decision 45 W.R. deals with lapse and reinstatement after a man has been discharged, (including the reinstatement after discharge of insurance that lapsed prior to discharge).

I. *Lapse or Termination Prior to Discharge*

The sections of T.D. 44 W.R., which deal with lapse or other termination of term insurance prior to discharge, are as follows:

1. The insurance granted under Article IV of the War Risk Insurance Act will not be permitted to lapse for non-payment of premium while the insured is in the active military or naval service and premiums therefor are authorized to be deducted from the insured's pay or deposit, except as hereinafter provided.

2. The said insurance shall, however, lapse and terminate:

(*a*) When the insured has elected, in writing at the time of applying for insurance, to have the premiums paid otherwise than by deduction from his pay or deposit and such premiums are not paid promptly when due or within thirty-one days thereafter.

(*b*) When the insured shall have been, for a period of 60 days or more, in a status in which no pay, applicable to the payment of premiums, shall have accrued, provided such premiums have not been paid when due or within thirty-one days thereafter.

(*c*) Upon written request, duly witnessed and forwarded through military channels to the Bureau of War Risk Insurance, for cancellation of the insurance in whole, or in part, and corresponding cessation or reduction of the deductions of premiums from his pay or deposit, in which case the insurance shall terminate or be reduced, as the case may be, on the regular monthly renewal date of the policy in the month following that in which the request is made and the regular monthly reduction will accordingly be made from the insured's pay or deposit at the end of the calendar month in which the request for cancellation is made.

(*d*) The said insurance shall terminate upon discharge or dismissal of the insured for any of the reasons stated in Section 29 of the War Risk Insurance Act.

II. *Lapse or Termination After Discharge*

Section 1 of T.D. 45 W.R. is as follows:

1. When any person insured under the provisions of the War Risk Insurance Act leaves the active military or naval service for reasons not precluding the continuation of insurance, the monthly premium, which, had he remained in the service, would have been payable on the last day of the calendar month in which he was discharged, will be payable on the first day of the calendar month following the date of his discharge, and thereafter monthly premiums shall be payable on the first day of each calendar month. The premium payable on the first day of any calendar month may, however, be paid at any time during such month, which shall constitute a grace period for the payment of such premium. If the premium is not paid before the expiration of such grace period the insurance shall lapse and terminate.]

Great care should be exercised by the man after his discharge to prevent any lapse of his insurance, thereby making necessary formal application for reinstatement with the attending risk that such reinstatement may be refused because of the inability of the insured to comply with the requirements necessary to procure reinstatement. (See pars. 182 and 199.) It should also be borne in mind that during the period of lapsation, even though there may be reinstatement, the protection of the insurance is withdrawn from the beneficiary and from the insured.

[The following regulation of the Bureau of War Risk Insurance also has a bearing upon the question of lapse of insurance (whether term or permanent):

When it appears, by proof satisfactory to the Bureau, that the person to whom has been granted insurance under the War Risk Insurance Act, or any person authorized to act on his behalf, has deposited in the mail, before midnight of the last day of the calendar month in which a premium for War Risk Insurance becomes payable, a letter properly addressed to the Bureau of War Risk Insurance, Washington, D.C., containing money, check, draft, or money order, in payment of a

premium, such premium shall be regarded as paid, for the purpose of preventing the lapse of the insurance for non-payment of premiums: *Provided*, That if payment is by check or draft, such check or draft is honored on presentation for payment: *And provided further*, That if the letter containing money, check, draft or money order, is not received by the Bureau, it shall not be considered as payment of premium except for the purpose of preventing lapse of the insurance.

By reason of the above regulation, as well as for other obvious reasons, premium payments must never be made through Red Cross channels. If a letter transmitting the premium payment is mailed *direct to the Bureau* on the last day of the calendar month in which the premium becomes payable, there will be no lapse, but if the same letter were addressed to any office of the Red Cross for forwarding to the Bureau, it would not prevent the lapse of insurance, and if the insured should die before the payment should be made to the Bureau by the Red Cross, the family of the insured would lose the proceeds of the insurance. All home service workers must carefully observe these instructions.

The following regulations prescribing the effective date of cancellation, reduction or conversion of term insurance after separation from the service are contained in Treasury Decision 46 W.R., approved May 28, 1919:

1. When any person to whom yearly renewable term insurance has been granted under the provisions of the War Risk Insurance Act shall, after separation from the active service and while the insurance is in force, make application in writing to cancel or reduce the amount of such insurance, the cancellation or reduction shall take effect on the date to which the premium paid prior to or at the time of such application will carry the insurance, except that when term insurance is converted, the cancellation of that portion of the term insurance which is converted shall take effect:

(*a*) On the first day of the month succeeding that in which the application for conversion is made, if the premium on the term insurance so converted due on the first of the month in which the application for conversion is made has been paid.

(*b*) On the first day of the month in which the application for conversion is made, if premiums on the term insurance so converted due prior to the first day of that month have been paid but if the premium due on the first day of that month has not been paid.

2. The premium last paid on yearly renewable term insurance converted and canceled for the purpose, shall be deemed to extend such term insurance to the first day of the month succeeding the date on which the last premium payment was made irrespective of the effective date of such insurance.

3. In no case will converted insurance take effect until the first premium on the converted insurance has been paid.]

199. *Reinstatement of Lapsed Yearly Renewable Term Insurance.* [There is no more important service for the families of soldiers and sailors than that of keeping in force Government insurance. Home Service Sections will probably be called upon to investigate and report on individual cases of lapse of insurance with a view to obtain reinstatement thereof. In connection with this work, the following points should be borne in mind:

First. If the insured is not able to keep up the full amount of insurance which he formerly carried, he may now reinstate as much of it as he can carry by paying arrears of premiums only on the amount he now desires to reinstate.

Second. Even though the man has canceled or reduced his insurance by formal application to the War Risk Insurance Bureau, he may still reinstate his insurance in accordance with the rules stated below.

Third. No matter when lapse occurred all questions of reinstatement will be governed by the rules stated below. In other words, all previous regulations as to reinstatement are revoked and should be disregarded.

I. *Reinstatement Prior to Discharge*

The provisions of Treasury Decision 44, relating to reinstatement of term insurance prior to discharge, are as follows:

3. If, while the insured is in active military or naval service, the insurance has lapsed for non-payment of premium or has been canceled, such insurance may be reinstated while the insured is in active military or naval service:

(*a*) Within thirty-one days subsequent to such cancellation or lapse;

(*b*) After the expiration of the period mentioned in clause (*a*) of this paragraph, provided the applicant is in as good health as at the date of lapse or cancellation and so states in his application.

4. In every case where reinstatement of lapsed or canceled insurance is desired, the applicant shall file with the Bureau of War Risk Insurance through military channels a signed application therefor, and make tender of all the sums which have become payable or would have become payable as premiums if such insurance had not lapsed or been canceled.

5. Treasury Decisions 32 and 33 and all other regulations heretofore made which conflict with the foregoing are hereby revoked.

II. *Reinstatement After Discharge*

The provisions of Treasury Decision 45, relating to the reinstatement of term insurance after discharge (including reinstatement after discharge of insurance lapsed or canceled prior to discharge) are as follows:

*(*In General*):

2. In every case where reinstatement, in whole or in part, of lapsed or canceled insurance is desired, except that provided for in 4 (*a*) hereof, the insured shall file with the Bureau of War Risk Insurance a signed application therefor, and make tender of all the sums which have become payable or would have become payable as premiums on the amount of insurance to be reinstated if such insurance had not lapsed or been canceled.

*(*Insurance lapsed or canceled prior to discharge*):

3. Insurance lapsed or canceled prior to discharge may be reinstated within the nine calendar months subsequent to the month of discharge, provided the insured is in as good health as at the date of lapse or cancellation and so states in his application.

4. *Insurance lapsed for non-payment of the first premium payable after discharge, or canceled after discharge but before the end of the calendar month succeeding the month of discharge, may be reinstated:*

(*a*) Before the expiration of three calendar months succeeding the month of discharge, upon the tender within the lifetime of the insured of all sums which have become payable or would have become payable as premiums if such insurance had not lapsed or been canceled. No application for reinstatement will be required under these circumstances.

(*b*) Within six calendar months after the expiration of the period mentioned in clause (*a*) of this paragraph, provided the insured is in as good health as at the date of his discharge and so states in his application.

(*c*) At any time before September 30, 1919, in case the insured was discharged prior to January 1, 1919, provided the insured is in as good health as at the date of his discharge and so states in his application.

5. *Insurance lapsed for non-payment of any premium payable subsequent to the first premium payable after discharge may be reinstated:*

(*a*) Before the expiration of two calendar months succeeding the grace period, provided the insured is in as good health as at the expiration of the grace period and so states in his application.

(*b*) Before the expiration of eight calendar months succeeding the grace period, provided the insured is in as good health as at the expiration of the grace period and so states in his application and includes therewith a formal report of examination made by a reputable physician substantiating said statement to the satisfaction of the Director of the Bureau of War Risk Insurance.

6. *Insurance canceled after the expiration of the calendar month succeeding the month of discharge may be reinstated:*

(*a*) Before the expiration of two calendar months succeeding the month in which the cancellation became effective, provided the insured is in as good health as at the time the cancellation became effective and so states in his application.

(*b*) Before the expiration of eight calendar months succeeding the month in which the cancellation became effective provided the insured is in as good health as at the time the cancellation became effective and so states in his applica-

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tion and includes therewith a formal report of examination made by a reputable physician substantiating said statement to the satisfaction of the Director of the Bureau of War Risk Insurance.

7. Treasury Decision 39, W.R., and all other regulations heretofore made which conflict with the foregoing are hereby revoked.

It should be noted that "a formal report of examination made by a reputable physician" is only required (1) after expiration of two calendar months from expiration of the grace period when insurance has lapsed for non-payment of any premium subsequent to the first premium after discharge and (2) after expiration of two calendar months succeeding the month in which the cancellation became effective when insurance has been canceled after the expiration of the calendar month succeeding the month of discharge. (Sections 5*b* and 6*b*.) In other cases of lapse or cancellation, (except that mentioned in 4*a*) the only requirements are (1) a signed application, (2) tender of premiums (past due and current) on amount to be reinstated, and (3) a statement by the insured that he is in as good health as at the date of lapse or cancellation. In the case covered by section 4*a*, nothing is required except tender of premiums.]

If the [eight] months' period may elapse before the physician's formal report can be procured, the application with remittance of back premiums and applicant's statement as to his physical condition should be

Remove old pages 93b and 93c which are omitted for the present.

the first or a later premium after discharge. In cases coming within this class the application for reinstatement must be made before the expiration of five calendar months from the expiration of the calendar month in which the premium was payable. If the application is made within two calendar months from the expiration of the calendar month in which the premium was payable, then, in addition to the tender of the amounts due, the applicant need only apply for reinstatement and state in writing that he is in as good health at the time of the application as at the expiration of the calendar month in which the premium was payable. If the application is made subsequent to two calendar months but before the expiration of five calendar months from the expiration of the calendar month in which the premium was payable, then, in addition to the requirements stated in the last sentence, the application must be accompanied by a formal report of examination made by a reputable physician substantiating the applicant's statement to the satisfaction of the director of the Bureau of War Risk Insurance.

It should be noted that the requirement of a "formal report of *examination* by a reputable physician, substantiating" "to the satisfaction of the director of the Bureau of War Risk Insurance" the "application's statement" either "that he is in as good health as at the date of discharge" or "that he is in as good health as at the expiration of the calendar month in which the premium was payable," as the case may be, may be difficult to comply with because of the unlikelihood that the same physician had examined the applicant at the earlier date or had personal knowledge of his condition at that time.

A suitable form letter for use in cases of the first class might read as follows: (*It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements. See par. 91.*)

February 12, 1919.

Private John Oliver Perry, formerly of Co. B, 111th Infantry, Army Serial No. 930,856, Insurance Certificate No. 143,964. Present address 4983 Euclid Avenue, Chicago, Ill.

Insurance Division,
Bureau of War Risk Insurance,
Treasury Department,
Washington, D.C.
Gentlemen:

On January 1, 1919, my government insurance in the sum of $10,000 lapsed for failure to pay the premium due on December 1, 1918, following my discharge from

the military service on November 16, 1918. I hand you herewith money order for $19.80 payable to the order of the Treasurer of the United States in payment of premiums due from me on December 1, 1918, January 1 and February 1, 1919. I hereby ask for reinstatement of my insurance.

I am in as good health as at the time of my discharge on November 16, 1918. I enclose herewith formal report of examination by Dr. Frank H. Stone, 100 S. LaSalle Street, Chicago, substantiating the above statement as to my health. I was honorably discharged on November 16, 1918, upon the demobilization of the unit to which I was attached.

(Signed) JOHN OLIVER PERRY,
4983 Euclid Avenue,
Chicago, Ill.

A form letter for use in cases of the second class might read as follows: (See warning preceding last form letter.)

January 10, 1919.

Private William Brown, formerly of Co. D, 117th Infantry, Army Serial No. 1,216,753, Insurance Certificate No. 980,211. 117 Chestnut Street, Rockford, Ill.

Insurance Division,
Bureau of War Risk Insurance,
Treasury Department,
Washington, D. C.
Gentlemen:

On November 1, 1918, my government insurance in the sum of $10,000 lapsed for failure to pay the premium due on October 1, 1918, following my discharge from military service on June 20, 1918. I hand you herewith money order for $26.40 payable to the order of the Treasurer of the United States in payment of premiums due for October, November and December, 1918, and January, 1919, and ask for reinstatement of my insurance.

I am in as good health as at the expiration of the calendar month in which the premium was payable. I enclose herewith formal report of examination made by Dr. John B. White, of 93 Dubuque Avenue, Rockford, Ill. I was honorably dscharged on June 20, 1919, for physical disability incurred in line of duty.

(Signed) FRANK WILLIAM BROWN,
117 Chestnut Street,
Rockford, Ill.

If in this case the application for reinstatement had been made in November or December, 1918, the physician's report of examination would have been unnecessary.

If the five months' period may elapse before the physician's formal report can be procured, the application with remittance of back premiums and applicant's statement as to his physical condition should be

sent at once and the physician's formal report sent as soon thereafter as possible.

Home service sections may render effective service in assisting those whose insurance has lapsed to prepare the application for reinstatement.

It must be borne in mind that the foregoing regulations apply only to the yearly renewable term insurance issued during the war and not to the new forms of government insurance into which the former insurance must be converted within five years after the termination of the war.]

[200.] *Automatic Insurance from April, 1917, to February, 1918.* Under section 401 of the Act, persons in the service who died or became totally and permanently disabled between April 6, 1917, and February 12, 1918, without having applied for insurance, were deemed to have taken out insurance sufficient to provide the sum of $25 per month for a man during his total and permanent disability, or, in the event of his death, before he has received two hundred forty installments, then to his widow during her widowhood; if he leaves no widow or the widow dies before two hundred forty installments in all have been paid, then to his child or children; if he leaves no child or the children die before two hundred forty installments in all have been paid, then to his mother, and after her, to his father. Payments to the man continue throughout his life; payments to the widow cease on her remarriage; payments to the children or mother or father continue so long as they survive, but not more than two hundred forty payments in all will be made except to the insured during his total and permanent disability (see paragraph 192). The Judge Advocate General of the Army has held that the death of a soldier, which occurred subsequent to April 6, 1917, before the enactment of the insurance provisions of the War Risk Insurance Act (October 6, 1917), is covered by the automatic insurance provisions of section 401 of the Act. (*Change par. number in Table of Contents.*)

[201.] *No Automatic Insurance After February 12, 1918.* The automatic insurance above described is not in force after February 12, 1918. Therefore, anyone who enlists or is drafted after that date will not be protected by the automatic insurance during the one hundred twenty days he has to apply for the regular insurance. In other words, he is uncovered by insurance from the time of enlistment until the date of his application. (*Change par. number in Table of Contents.*)

PERMANENT GOVERNMENT INSURANCE

202. *Knowlege of Elementary Principles of Life Insurance Essential.* Official announcement has now been made of the permanent forms of policies to be issued by the Government and of the premium rates to be charged. (See par. 213.) The Bureau of War Risk Insurance will conduct a campaign of education to bring to all soldiers and sailors a knowledge of the merits of the new policies. In this work of education the Red Cross should take an active part. In addition to the direct benefits of life insurance there are many social by-products. Home Service workers should regard this insurance campaign as an unusual opportunity for raising the standard of living and strengthening the family bond.

Every Home Service office should have available all the pamphlets and blank forms issued on this subject by the War Risk Insurance Bureau. If the supply furnished by the Division office is not sufficient, a request for additional copies should be immediately sent to the Division office. At least one member of every Home Service Section should be selected to make a special study of the principles of life insurance, particularly from the viewpoint of the purchaser of insurance; and all who come in contact with soldiers and sailors and their families should know enough about insurance to be able to describe effectively the advantages of Government insurance. An excellent book on life insurance for a layman to read and to use for reference purposes is "Life Insurance," by Dr. S. S. Huebner, published by D. Appleton & Co., New York City ($2.25). Another good introductory work is "What Life Insurance Is and What It Does," by William Alexander, published by the National Association of Life Underwriters, 56 Pine St., New York City.

203. *General Considerations.* The following general considerations should be impressed not only upon the soldier but upon his family and others with whom he comes in contact.

(1) Life insurance is desirable. It is not a "gamble," but is a method of providing against the certain loss and expense that comes with death and old age. Statistics show that of every one hundred healthy men 25 years old, 36 die before reaching the age of 65, 53 become dependent upon relatives or charity before reaching 65, 6 are still self-supporting, and only 5 are well off. In other words, practically 9 out of 10 people either die or become dependent on relatives or charity before reaching age 65. Furthermore, one out of every three widows lacks the necessities, and nine out of every ten widows lack the com-

forts of life. Life insurance, therefore, removes the gambling element from life; it is the man who does not insure who is the gambler. The psychological effect of being well insured is of great value. It relieves worry and promotes efficiency during the working years of life. Life insurance should be regarded as an essential element of a normal standard of living, and effort should be given to secure its presence along with food, clothing, housing, education, and the other essentials.

(2) The life insurance offered by the Government is the best available. In safety it cannot be surpassed. The forms are varied enough to meet all essential needs. The cost is considerably lower than the rates at which private companies are able to offer similar policies, as the Government bears all administration costs and the whole disability cost, both of which have to be charged to the policyholders by private insurance companies. Persons prominent in the life insurance world are enthusiastic about this Government insurance. For example, the secretary of one of the largest life insurance companies says: "Of course, a life insurance company cannot grant insurance at less than cost, but the Government offers insurance to soldiers and sailors at less than it will cost the Government to grant that insurance. It is able to do this because all deficiencies can be made up out of the funds in the Treasury of the United States, and the Government is justified in this liberality in consideration of the fact that these soldiers and sailors have risked their lives, or have been willing to risk their lives for the benefit of the nation. All this being so, it is obviously expedient for soldiers and sailors to take all the insurance offered by the Government at the low rate charged before seeking insurance in any private corporation."

(3) It is advisable that every soldier and sailor should retain the largest possible amount of the insurance which he has taken out with the Government. The full $10,000 allowed provides an income to the beneficiary of only $57.50 per month. This is not a large income considering the level of prices that seem likely to prevail in the future. The less expensive forms of Government policies should be used, instead of sacrificing a part of insurance protection in order to obtain the more expensive forms in smaller amount. After a reduction has been made it is not possible to increase the amount of insurance. The less expensive policies, however, may be changed to the more expensive kinds. Every effort should be made to prevent the dropping of insurance or reduction of the amount. Where the insured has allowed part of his insurance to lapse, an attempt should be made

tc reinstate it to the original amount. (See par. 199 as to reinstatement.)

(4) A savings account cannot take the place of insurance, because death may intervene shortly after the account is started, or the money deposited may be withdrawn and wasted. It is an interesting fact that at the present time banks and trust companies throughout the country are advising their depositors to seek the protection of life insurance, at the same time suggesting the establishment of special accounts from which to pay insurance premiums. The most enlightened men testify to the advantages of both savings accounts and life insurance.

(5) The lesson of the terrible epidemic of influenza, with its sudden attacks and with a mortality record not exceeded by battle losses, should not be forgotten. Nor are we yet beyond the danger,—indeed we are warned by medical authorities of recurrent waves of equal and perhaps greater intensity for some years to come. Those who intend to insure later may not be able to do so, but may be suddenly overtaken by death in the midst of most hopeful activity.

204. *Tables of Mortality.* Life insurance is based on the Law of Average as applied to the duration of human life. The certainty regarding the average life of a multitude of individuals makes the insuring of life possible and safe for the insurer; the uncertainty regarding the life of the individual makes life insurance necessary for the insured. By carefully studying the Law of Mortality, which is the Law of Average as applied to the duration of human life, statistics were gradually gathered and tabulated and tables of mortality were finally constructed. One of these tables, the American Experience Table of Mortality, is the one used by the Government in its new permanent policies and by most of the private companies.

This table starts with 100,000 persons, all ten years of age; and according to the table, 749 of them will die before the end of the year, leaving 99,251 to reach the age of 11. The number of deaths and the number of survivals is given for each year until at the age of 95 only three will remain, and presumably these three will die before reaching the age of 96.

205. *Natural and Level Premiums.* The cost of insurance is paid by premiums, which are periodical payments made by policyholders in return for insurance granted on their lives. Taking a given number of lives, the Mortality Table shows a certain number of deaths each year, leaving fewer survivors each year to bear the cost of paying the policies as they mature through death. If the actual cost of insurance were

paid each year, therefore, the cost to each person insured would necessarily increase from year to year. In other words, each insured's premium would increase yearly. When insurance is charged for in this way, we have what is called the "natural" method of charging and each payment which the policyholder must make is called the "natural" premium. This is more of a burden upon the policyholder than if a uniform premium were charged each year, because the older he gets the more he would have to pay, until finally he would probably be compelled to drop his insurance. Life insurance, therefore, is now generally conducted on the "level" premium plan. It is so-called because a rate equivalent to the "natural" rate is framed in such a way that a uniform charge can be made, so that the premium will be the same amount during the life of the policy. This level, or average, rate will not only cover current losses from mortality but, with compound interest, will also cover future mortality losses.

206. *Reserve.* We have seen that if insurance were paid for on the "natural" basis, the premium would necessarily increase from year to year. It follows from this that if an equivalent "level" rate is charged, that rate will necessarily be higher than the "natural" rate during the policy's earlier years, and lower than the "natural" rate later on. This being so, it is obvious that under the level premium plan, the overpayments during the earlier years must be held for the purpose of making up the deficiencies in the later years. It is obvious that although the surplus funds accumulated during the earlier years are not needed for the time being, they will be needed later on. When, therefore, the business is conducted on the level premium basis, the company must accumulate a reserve fund, in order that it may be able to meet its future as well as its present obligations. This fund is called the "Insurance Reserve," or simply the "Reserve."

The Reserve, therefore, is that sum of money which, increased by future interest and future premiums, will be sufficient to pay all the outstanding policies of the company as they mature.

We must carefully distinguish between the total reserve and the reserves on individual policies. The total reserve represents the fund needed to take care of all the policies, and consists of the sum of the reserves credited to the individual policies. The reserve on an individual policy at any given time is the amount which the policyholder has paid in premiums less his small proportionate share of the total charges on account of death claims accrued since he took out his policy.

The above outline of Reserve applies to permanent Government life insurance and also to insurance as carried on by the best life insurance companies.

A great many questions will be asked as to what the premium is and where it goes. In all private life insurance companies the premium is divided into three distinct parts: The reserve, which is a fund laid aside to pay future claims; the mortality fund which is the fund laid aside each year to meet the claims of that period; and what is known as the "loading," which includes expenses of administration, agency costs, etc. The Government life insurance premium, however, is divided differently. It has only two parts: The reserve and the current mortality fund. There is no "loading," because all expenses are borne by the Government without charge to the insured, thereby permitting the Government to give the insurance at a lower cost.

207. *Common Insurance Terms.* The following are short definitions of terms and phrases frequently used in life insurance policies. These terms, as well as those explained in paragraphs 204 to 206, must be understood before attempting to talk insurance to soldiers and sailors.

(1) *Annuity.* A yearly income paid by the insurer to the insured during the life of the insured; or it may be stipulated that payments will begin on the death of the insured and be made to the beneficiary during the life of the beneficiary. The person who receives the annuity is called the annuitant. The insured may obtain an annuity by paying the insurer either a lump sum or instalments (premiums) during a term of years. The new Government policies permit a substitution of an annuity for the beneficiary instead of payment of 240 monthly instalments.

(2) *Beneficiary.* The person designated by the insured to receive the benefits or proceeds of the policy on the death of the insured.

(3) *Cash Value.* Same as cash surrender value. See (13) below.

(4) *Conversion Privilege.* By this is meant the right to change a lower or cheaper form of policy to a higher or more expensive form; e.g., a term policy to an ordinary life policy, or limited payment policy to an endowment policy.

(5) *Dividends.* The sums paid policyholders out of "surplus" are called dividends or refunds. They may generally be either taken in cash or allowed to accumulate at compound interest.

(6) *Guaranteed Values.* See (7) and (13) below.

(7) *Loan Value.* After the policy has been in force for three years in the case of insurance issued by private companies, or one year in

the case of Government insurance, if the insured is financially embarrassed, instead of surrendering the contract, he can borrow at a fair rate of interest a sum not in excess of the policy's cash surrender value at the date of the loan. The loan value like the cash value increases from year to year. Both values are guaranteed.

(8) *Policy.* The contract of insurance. The person insured is called the *policyholder.* A *participating* policy is one that participates, or shares in the surplus; a *non-participating* policy does not.

(9) *Policy Loan.* A loan made to the insured on the security of his policy as described in (7). Such loans should be discouraged, as they cut down the amount of insurance protection and in most cases lead to lapsing the policy. They should only be used when absolutely necessary to pay a premium, and even in such cases, constant effort should be exerted to encourage repayment of the loan and restoration of the policy to its full value.

(10) *Premium.* See paragraphs 205–206.

(11) *Reserve.* See paragraph 206.

(12) *Surplus.* That sum which an insurance company has on hand after deducting its reserve and paying current expenses and death claims.

(13) *Surrender Value.* At the end of the third year of policies granted by most private insurance companies, but after the first year in the case of a new policy issued by the Government, the insured will be entitled to surrender value, either in cash, paid-up life insurance, or extended term insurance. These are sometimes called guaranteed values. The cash value is the amount payable in cash to the insured on surrender of his policy. The paid-up value is larger than the cash value and is the amount of insurance which the cash value used as a single premium will purchase. Extended term insurance means that the policy is continued for its full amount for a designated period, at the end of which it becomes extinct. In the earlier years of a policy the cash surrender value is usually the reserve on a policy, less a moderate surrender charge. Later on the entire reserve will be allowed. As the age of the policy increases, its surrender value in cash, paid-up life insurance, or extended term insurance, increases as indicated in a table embodied in each policy.

208. *Kinds of Policies.* Before considering the comparative merits of the six particular forms of insurance policies now offered by the Government, it is necessary to define briefly four general kinds of life insurance policies.

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(1) *Term Policies.* Term insurance is temporary insurance, such as originally offered under the War Risk Insurance Act. For example, a term policy for $1,000 can be issued to one for any desired period, such as ten years. If the person whose life is insured dies before the end of that period, the company must pay the $1,000. But if he is living at the end of the period, the contract will expire and the company will have nothing to pay. There are no cash or loan values. For this term insurance the premium is naturally small; but the man needing temporary insurance who can afford to pay for permanent insurance will act wisely if he selects the latter kind, for such a policy not only grants protection but also does not expire at the end of the term of years. It becomes an asset, a policy which will necessarily mature and be paid at some future time. The term insurance now held by men in the service is called One-Year Renewable Term Insurance, because the premium increases each year and because the insurance expires at the end of each term for which the premium has been paid unless it is then renewed by payment of another premium. This temporary provision gave men insurance against the hazards of war at net peace-time rates. The cost to the Government was far in excess of the amount collected in premiums.

(2) *Ordinary Life Policy.* This contract provides that in consideration of a certain periodical premium which must be paid as long as the insured lives, the company will pay to the beneficiary named in the policy the amount of insurance agreed upon, on receipt of due proof of the death of the insured. This policy, however, has cash, paid-up insurance, and other guaranteed values which may be secured even if the policy, or any part of it, is not kept up.

(3) *Limited Payment Policy.* As far as the beneficiary is concerned, the limited payment life policy is exactly like the "ordinary life" contract; for insurance will not be paid until the insured dies. The essential difference is that, in the former, as soon as the stipulated number of premiums has been paid, the contract becomes "paid-up," and the insured can put it away in the safe until it matures at his death, whereas under the "ordinary life" contract, the premiums must be paid until death. The rate charged for a limited payment policy is naturally higher than for a corresponding ordinary life policy, because fewer payments are required. Its cash, paid-up, and other values are also larger because of this larger premium.

(4) *Endowment Policy.* As far as the beneficiary is concerned, all "life" policies (ordinary life and limited payment) are alike in that the

insurance is not payable until the insured dies. The peculiarity of an "endowment" policy, as distinguished from a "life" policy, is that if the insured is living at the end of a certain number of years, called the "endowment period," the policy will mature and the money then due will be paid to the insured. Such policy, however, is like the "life" policy in this respect: If the insured dies before the expiration of the "endowment period," the insurance will be paid immediately to the beneficiary. The charges for endowment policies are higher than for life policies because the premiums are limited to a certain stipulated number of years, and because the insurance will be paid to the insured himself if he is still living at the end of the "endowment period," whereas in any "life" policy, the money would not be payable until the insured dies, which might be many years later.

209. *Comparative Advantages of the Six New Policies Offered by the Government.* We are now ready to compare the six new forms of Government insurance and consider what family conditions will affect the choice of a particular form. (*Warning: The premium rates quoted in this paragraph are final, but the cash values have not yet been officially announced, and are therefore only approximate and are given merely for purposes of illustration. They should only be quoted as unofficial and approximate estimates.*)

(1) *The Ordinary Life Policy* calls for the lowest premium among the six new policies and should therefore be selected by the man who has several dependents and a limited income. For example: Mr. A., thirty years of age, with wife and children, or with a number of other dependent relatives, who cannot afford to pay more than $14.70 per month for insurance, takes $10,000 Ordinary Life rather than $7,000 20-Payment Life, or $4,500 20-Year Endowment, which would require practically the same rate of premium. Mr. B. with similar dependents but with a much smaller income, can afford to pay only $7.35 per month and therefore takes $5,000 Ordinary Life rather than $3,500 20-Payment Life, or $2,000 20-Year Endowment. The only objection which some may have against the Ordinary Life Policy is that the premiums must be paid until death, or total and permanent disability, even though the insured may live many years after he has passed the wage-earning age. This may be answered by the fact that in such a case, the policy has served its chief purpose in providing adequate protection at the time when most needed; and if the insured has outlived his dependents, he always has the privilege of surrendering the policy for its cash value, which in old age would be quite a neat

sum. For instance: Mr. A., who began payments on a $10,000 Ordinary Life Policy at age 30, may surrender his policy at age 60 and draw a cash value of $4,370; at age 65, $5,290; or at age 70, $6,180. (*See warning above.*) Mr. B., who took only $5,000 Ordinary Life, may surrender for a cash value of over $2,100 at age 60; $2,600 at at age 65, or $3,000 at age 70. These sums, and the sums mentioned in the two succeeding paragraphs, would be larger if the insured allowed dividends on the policy to accumulate, instead of drawing them in cash. It is not true, therefore, that with this policy a man is compelled to pay premiums all his life.

(2) *The 30-Payment Life Policy* costs a little more per month than the Ordinary Life, but the premium must be paid for thirty years only. This answers the above-mentioned objection to the Ordinary Life Policy, because the insured knows that after a given date he will not have to pay any more premiums. This policy is also good for the man whose dependents need protection but who has a limited income. After thirty years, he has paid-up life insurance for the full amount insured, increasing in guaranteed surrender values each year thereafter and always, of course, providing for payment of the full amount of the policy to his beneficiaries in the event of his death. Here, again, it is interesting to note that if at the end of thirty years, Mr. A., who at age 30 took out a $10,000 30-Payment Life Policy, no longer feels the need of protecting his dependents but does feel the need of using the policy for his own benefit, he may surrender the policy for $6,260 cash at age 60, $6,880 at age 65, and $7,460 at age 70. (*See warning above.*) The premium under this policy is so little more than that under the ordinary life that most of those who can afford $10,000 ordinary life could probably afford $10,000 of this kind.

(3) *The 20-Payment Life Policy* is similar to the 30-Payment Life, except, of course, that premiums are payable for only twenty years and are therefore larger. At the end of twenty years, the insured has a paid-up life policy. This policy may be good for the man who can afford to pay a higher premium than that required by the Ordinary Life or 30-Payment Life, or for the man who has no dependents and expects to have no dependents, and, therefore, feels it unnecessary to carry the maximum amount of insurance. The man who, at age 30, takes a $10,000 20-Payment Life Policy has a cash surrender value amounting to $5,080 at the end of the twentieth year, in other words, at age 50. (*See warning above.*) If the same man has paid his premiums annually, we find that during the same twenty years he has paid in

a total of $4,962. Or, if he has paid monthly, the total is $5,040. It will, therefore, be seen that even though he surrenders the policy at the end of the twentieth year, he draws more cash than he has paid in, and he has therefore secured protection for his dependents at the cost of only the interest that he might have made had he invested the premiums which he has paid in. If he does not withdraw the cash value, he allows the policy to remain as a paid-up life $10,000 policy. After the twentieth year, its guaranteed values increase each year without the payment of further premiums.

(4) *The 20-Year Endowment Policy* is the most expensive form of policy offered by the Government because, more than any other policy, it combines investment with protection. It may be recommended to the man who has no dependents and who has an income large enough to enable him to save part of it in this way. The full amount of this policy is payable to the insured if he is living at the end of twenty years. After then drawing the full amount he has no further insurance, although he may still have dependents. It would be unfortunate for a young man to take more endowment insurance than he can afford to carry, or to take only $2,000 or $3,000 endowment insurance, when for the same premium he might secure larger amounts of the other forms for the protection of relatives who are not actually dependent upon him, but who might later become dependent upon him. A single man now dropping insurance may later marry and regret having lost the opportunity of having his insurance well under way at the most favorable rate. As pointed out before, the amount of insurance may not be increased, whereas it is possible to exchange a lower form of policy for a higher. (See pars. 203 (3) and 207 (4).)

(5) *The 30-Year Endowment Policy* likewise combines savings and protection, but requires a much lower premium because it matures ten years later than the 20-Year Endowment. It might, therefore, be attractive to the man who has few or no dependents and who wishes to provide especially for his own old age. A man should be advised to take out a larger amount of this 30-Year Endowment insurance rather than a smaller amount of 20-Year Endowment at the same premium.

(6) *The Endowment at Age 62* is designed to meet the demand for old age insurance, the plan being that regardless of the insured's age at the date of conversion, the policy will mature as an Endowment when he is 62 years old; for example, if a man 21 years old begins pay-

ment on this policy, he will pay 14.80 per month on $10,000 insurance for forty-one years. A man who converts at age 32 will pay $21.80 per month for thirty years, and would therefore have a 30-Year Endowment in every sense of the term. This policy may therefore be particularly recommended to any man under 32 who can afford it, keeping in mind that it is better to carry the full $10,000 in a less expensive policy than a less amount of a more expensive kind. If he cannot carry $10,000 of this policy, he should carry $10,000 30-Payment Life or Ordinary Life.

In choosing between the three kinds of endowment policies, that one should be chosen which will mature at old age,—about 65—rather than one which would mature, say between age 40 and age 60. Otherwise the $10,000 cash will in most cases be spent or wasted by the time the man reaches old age. Statistics prove that it will probably be lost in speculative stocks, or put into business or spent on travel, automobiles, or houses, with the result that in old age there will be dependency and want instead of independence and comfort.

In general, in choosing between the six kinds of policies offered by the Government, the largest possible amount should be taken. If a man's income is not limited, he should be encouraged to take a $10,000 Endowment policy maturing when he raches old age, but if his income does not permit his taking such a policy, then he should take $10,000 of less expensive insurance rather than a smaller amount of the more expensive kind. *The big majority of men who are to be advised by Home Service Sections will have such limited incomes that they can only afford ordinary life or 30-payment life policies. Every effort should be made to get men to take the full $10,000. If they cannot afford a $10,000 Ordinary Life at present, they should be persuaded to take as much as possible at once, keeping the balance of the $10,000 in the form of term insurance, with the idea of later, at some time during the five-year period, converting the balance of their term insurance.* It has been shown above that the Ordinary Life policy has no real disadvantages: A man is not compelled to pay premiums all his life, because this policy has cash and paid-up surrender values of considerable value at old age, particularly if the dividends on the policy are allowed to accumulate. In taking this policy a man gets the full worth of his money in savings and protection; he accumulates less in savings than under an endowment policy merely because he is paying less in premiums. To one who has dependents, or may have dependents at some future time, protec-

tion is much more important than savings, and the maximum amount of protection is desirable.

210. *Amount of Insurance Which a Man Should Carry.* The man who carries as much life insurance as he can pay for, in addition to the other necessities of life, will not be carrying too much life insurance. Most men are not adequately insured. One reason for this is that they fail to recognize the fact that the proceeds of the policy should be regarded as capital to be invested so that the family may be permanently supported by the income which it can be made to produce. For example, if the family will need after deceased's death $57.50 or more each month for its living expenses, then $10,000, the maximum amount of insurance, should be continued by the man under one of the new forms. If between $40.00 and $45.00 per month will be needed, he should keep at least $7,500 insurance; if between $25.00 and $30.00 per month is needed, he should keep at least $5,000 insurance. Having decided upon the amount of insurance actually needed for the family's protection, the kind of policy can best be determined by checking up the family budget and seeing how much money can be spared for the monthly insurance premium.

In deciding what amount of insurance to take, it is not necessary to be confident of being able to carry the entire amount for an indefinite time. The amount of Government life insurance can be reduced at any time, and if the policyholder can carry the larger amount for a few years and then is compelled to retrench, any $500 or multiple thereof may be discontinued, its cash or paid-up or extended insurance value taken, and the rest continued. On the contrary, if too little insurance is now taken, it cannot be increased at all in the case of Government insurance, and cannot be purchased in private companies unless the soldier is in good health, and even then, only at a higher cost because of age and the higher cost of private insurance.

211. *Why Monthly Instalments to Beneficiary.* In all of the Endowment policies, if the insured is living at the date when the policy matures, he may draw the entire amount of insurance in one sum. In case of death, however, under any form of policy, the payments to the beneficiaries will be made in monthly instalments and not in one sum. In this way the beneficiary will not only receive more money, but will receive it in the safest and most business-like way. Thousands of widows, children, and aged parents have lost large sums of insurance in past years because of unwise investments and because of unscrupulous brokers. There has, therefore, been a tendency in recent years

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toward providing for monthly payments to beneficiaries. Many business men have put their insurance on a monthly income basis so that their dependents might not have to worry about these matters in which they have had little or no business experience. It is the safest and most scientific plan.

It may be objected that the 240 instalments may not last throughout the life of the beneficiary; for example, if the beneficiary is 50 years old at the death of the insured, the instalments would cease at age 70. To avoid this possibility the insured may request the substitution of an annuity for the 240 instalments. (See 207 (1).) For example, in the supposed case, the beneficiary would receive $50.75 per month from the death of the insured until her own death even though she lives until age 100, receiving 600 instalments. If the insured has not requested the annuity plan, the beneficiary may, on the death of the insured, elect this monthly annuity plan. Whichever plan is chosen, if the beneficiary should die before all the money due under the terms of the policy has been paid, the balance is payable to the estate of the insured.

212. *Why a Man Without Dependents Should Insure.* In view of the fact that our Army and Navy has been composed largely of young men, there will be many who will not see the need of continuing any Government insurance because they have no actual dependents at the present time. To these men it should be pointed out that there are three reasons why they should keep their insurance:

(1) They may some day have dependents whom they would want to protect by insurance. If they now drop the Government insurance they will not have the privilege of again securing it in future years. Moreover, they would in later years have to pay a higher premium at their advanced age, if indeed they should be healthy enough to obtain insurance from a private company.

(2) All of the Government insurance policies provide for total and permanent disability benefits; this means that should the insured at any time, regardless of his age, become totally and permanently disabled, through either disease or accident, he will himself receive for the remainder of his life, no matter how long he lives, the same instalments as would have been payable to his beneficiary on death. For example, with a $10,000 policy, the policyholder, if totally and permanently disabled through accident or disease, will receive $57.50 a month until his death. There is no additional charge made by the Government for these disability benefits. Moreover, these benefits

hold throughout the lifetime of the insured and do not cease at age 60 or age 65 as in most life insurance policies. If the insured becomes totally or permanently disabled and receives the benefits of this insurance for a certain period and then dies, his beneficiary will receive the balance of the payments which would be due under the policy.

(3) Under any of the new policies, and particularly under one of the three endowment forms, he may save for his own use a considerable amount of money.

[213. *Provisions of New Converted Policies.* Present insurance certificates are one-year renewable term contracts, and may only be continued for a period of five years from the declaration of peace. At any time during this period of five years these insurance certificates may be converted in whole or in part without medical examination into any one of the following six life insurance policy forms: Ordinary Life, Twenty-Payment Life, Thirty-Payment Life, Twenty-Year Endowment, Thirty-Year Endowment, and Endowment maturing at age 62. If the present insurance certificates are to be converted as above, the conversion must take place during the five-year period mentioned.

Premium rates are net rates based upon the American Experience Table of Mortality with interest at 3½ per cent, figured upon a monthly basis. Checks and money orders in payment of premiums should be made payable to the Treasurer of the United States, and be sent to "Disbursing Clerk, Bureau of War Risk Insurance, Washington, D.C."

All policies contain a waiver of premium and total disability clause, making the proceeds payable to the insured when he becomes totally and permanently disabled, at any time, *regardless of his age*, in monthly instalments of $5.75 per $1,000 of insurance so long as he lives.

The Bureau of War Risk Insurance will issue sample policies, pamphlets containing the premium rates, conversion blanks with directions as to time and manner of conversion, and other literature describing the new policies. This literature will be supplied by the Bureau to Division Directors of Civilian Relief who will in turn keep their Home Service Sections supplied therewith.

The following provisions are contained in each of the new Government policies and are a part of the contract:

1. *Payment of Premiums.* Premiums are due and payable on the first day of each month in advance in legal tender of the United States of America to the Treasurer of the Uinted States in the City of Washington, District of Columbia.

Premiums may be paid annually, semi-annually, or quarterly, in advance, in which case the premium payable will be the sum of the monthly premiums for the period discounted at three and one-half per centum per annum. The discounted premiums for these periods are stated on the first page hereof. At maturity by death or otherwise, the discounted value at three and one-half per centum per annum of the premiums paid in advance beyond the current calendar month shall be refunded to the Insured, if living, otherwise to the beneficiary.

If any premium be not paid when due, this policy shall become void except as hereinafter provided.

2. *Grace for Payment of Premiums.* A grace of the then current calendar month will be allowed for the payment of any premium when due; during such grace the policy shall remain in force but the unpaid premiums shall be deducted from any settlement under the policy on account of any claims arising during such grace period.

3. *Reinstatement.* This policy, if it has not been surrendered for cash or for paid-up insurance or if the extended insurance has not expired, may be reinstated upon evidence of the insurability of the Insured satisfactory to the Bureau of War Risk Insurance, and upon payment of all premiums in arrears, with interest at the rate of five per centum per annum, and the payment or reinstatement of any indebtedness which existed at the time of such default, with policy loan interest.

4. *Dividends.* This policy shall participate in and receive such dividends from gains and savings as may be determined and apportioned by the Director of the Bureau of War Risk Insurance with the approval of the Secretary of the Treasury. Any dividends so apportioned may be taken in cash, or left on deposit to accumulate at interest, the rate of interest to be allowed on such deposits to be determined by the Secretary of the Treasury.

5. *Non-Forfeiture and Loan Provisions.* Non-forfeiture and loan provisions as follows shall be effective only after premiums for twelve full months have been paid—all values, reserves, and net single premiums being based on the American Experience Table of Mortality, with interest at three and one-half per centum per annum.

(*a*) *Cash Surrender Value.* Upon written request therefor by the Insured made while this policy is in force or not later than three calendar months after the due date of the premium in default, and upon complete surrender of this policy with all claims thereunder, the United States will pay to the Insured the cash value hereof. The said cash value at the end of any policy year for which premiums have been paid in full, if no installments on account of total permanent disability have been paid, shall be the reserve, together with any dividend accumulations left on deposit, less any indebtedness under this policy. For each month within any policy year, for which the premium has been paid, the reserve at the end of the preceding policy year shall be increased by one-twelfth of the increase in reserve for the current policy year.

(*b*) *Paid-Up Policy.* If the policy has not been surrendered for a cash value, upon default in payment of premium and upon written request of the Insured and complete surrender of this policy with all claims thereunder within three calendar months after the due date of the premium, the Bureau of War Risk Insurance will issue paid-up insurance for such amount payable in one sum at death as the then cash value will purchase when applied as a net single premium at the attained age of the Insured. Such paid-up insurance shall be without right to disability benefits but with right to dividends.

(*c*) *Extended Insurance.* Upon default in payment of premium and the expiration of the grace period, if the policy has not been surrendered for a cash value or for paid-up insurance, this policy shall be extended automatically as Term Insurance payable in monthly installments, without right to disability benefits but with right to dividends, for such time from the date of default as the cash value will purchase when applied as a net single premium at the attained age of the Insured. The number of the monthly installments will in any event be the same as may then be payable hereunder. If there is no indebtedness, the amount of the monthly installments will be the same as may then be payable hereunder; and if there is an indebtedness, the amount of the monthly installments mentioned on the first page hereof shall be reduced in the proportion which the indebtedness bears to the commuted value of the monthly installments—said commuted value being determined upon the basis of interest at three and one-half per centum per annum. The extended insurance shall not have a cash or loan value.

(*d*) *Policy Loans.* At any time after this policy shall have been in force for one year, and before default in payment of any subsequent premium, upon written request of the Insured, the United States will lend to the Insured on the sole security of this policy any amount which together with any existing indebtedness shall not exceed ninety-four per centum of its then cash value. The sum advanced shall bear interest at a rate not exceeding six per centum per annum, the interest being payable annually, and at any time before default in payment of premium may be repaid in full or in amounts of Five Dollars or any multiple thereof. Failure to pay either the amount of the loan or the interest thereon shall not avoid this policy unless the total indebtedness shall equal or exceed the then cash value. When the amount of the indebtedness equals or exceeds the cash value the insurance under this policy shall immediately cease.

6. *Indebtedness at Maturity of Policy.* At the maturity of this policy by death or disability, any indebtedness, unless paid off in cash, shall be liquidated by reducing the monthly installment in the proportion which the indebtedness bears to the commuted value of the monthly installments, as may then be payable hereunder.

7. *Incontestability.* This policy shall be incontestable from the date it takes effect, except for non-payment of premiums, and is issued free of restrictions as to travel, residence, occupation, or military or naval service.

8. *Misstatement of Age.* If the age of the Insured has been understated, the amount of the insurance and the monthly installment shall be such as the premium paid would have purchased at the correct age; if overstated, the excess of premiums paid shall be refunded without interest. Non-forfeiture and loan values will be modified accordingly.

9. *Total Permanent Disability.* Total permanent disability as referred to herein is any impairment of mind or body which continuously renders it impossible for the disabled person to follow any substantially gainful occupation and which is founded upon conditions which render it reasonably certain that it will continue throughout the life of the person suffering from it. Without prejudice to any other cause of disability, it is further agreed that the irrecoverable loss of the sight of both eyes, or the loss of both hands, or the loss of both feet shall be considered as total permanent disability within the meaning of this contract.

Recovery from Disability. Notwithstanding proof of total permanent disability may have been accepted as satisfactory, the Insured shall at any time, on demand,

furnish proof satisfactory to the Bureau of War Risk Insurance of the continuance of such total permanent disability, and if the Insured shall fail to furnish such proof, all payments of monthly installments on account of such disability hereunder shall cease, and all premiums thereafter falling due shall be payable in conformity with this policy. Thereafter the premium to be paid, and the cash values, paid-up insurance values, and loan values shall be reduced so that the resulting premium and values shall bear the same proportion to the premium and values respectively, specified hereon, that the commuted value of the installments (two hundred and forty less the number paid) bears to the commuted value of two hundred and forty installments. The extended insurance values shall be modified accordingly.

10. *Benefits Not Assignable.* The proceeds of this policy shall not be assignable, nor shall they be subject to the claims of creditors of the Insured or creditors of any beneficiary to whom the proceeds may be awarded, except claims of the United States arising under the War Risk Insurance Act.

11. *Exempt from Taxation.* The proceeds of this policy are exempt from all taxation.

12. *Beneficiary.* The Insured shall have the right at any time and without the consent or knowledge of the beneficiary to change the beneficiary under this policy within the class permitted by the War Risk Insurance Act or any supplement thereto. Such change shall not be valid unless and until it is recorded in the Bureau of War Risk Insurance. The Insured may also exercise any right or privilege given under the provisions of this policy without the consent of the beneficiary.

If no beneficiary within the permitted class be designated by the Insured, either in his lifetime or by his last will and testament, or if the designated beneficiary does not survive the Insured, or if such beneficiary survives but dies before receiving all the installments payable, the Insurance shall be payable to such person or persons within the permitted class of beneficiaries as would under the laws of the State of residence of the Insured be entitled to his personal property in case of intestacy. If no such person survive the Insured, then there shall be paid to the estate of the Insured an amount equal to the commuted value of the monthly installments calculated on the basis of interest at three and one-half per centum per annum less any indebtedness hereon.

If after the maturity of this policy by death the permitted class of beneficiaries is exhausted before all payments on this insurance have been made, the commuted value of the installments remaining to be paid shall be payable to the estate of the Insured.

13. *Change to Other Forms.* At any time within five years from the effective date hereof, upon complete surrender while in force, this policy may be exchanged, without medical examination, for a policy of the same amount, bearing the same date and based on the same age, on any plan issued by the Bureau of War Risk Insurance at a higher rate of premium, upon payment of the difference between the reserve on the new policy and the reserve on this policy.

14. *Optional Settlement.* The Insured may select during his lifetime for a designated beneficiary the optional settlement set forth below, but notice of such selection shall not be valid unless and until it is recorded in the Bureau of War Risk Insurance. The Insured may likewise revoke his selection of the optional settlement, but such revocation shall not be valid unless and until it is recorded in the Bureau of War Risk Insurance. At the maturity of this policy by death a designated beneficiary may select the optional settlement set forth below.

Settlement under this option shall be considered full and complete settlement of all liability under this contract.

Optional settlement in lieu of monthly installments of $5.75 payable on the death of the insured for 20 years, subject to the beneficiary provisions hereof.

The installments noted below will be payable during the lifetime of the designated beneficiary, and should such beneficiary die before two hundred and forty such installments shall have been paid, the remaining installments will be payable in accordance with the beneficiary provisions hereof, but the amount of the installment will be the same as was payable to the designated beneficiary.

Age of Beneficiary at Time of Death of Insured.	Amount of Installment.	Age of Beneficiary at Time of Death of Insured.	Amount of Installment.	Age of Beneficiary at Time of Death of Insured.	Amount of Installment.
10	$3.67	30	$4.11	50	$5.07
11	3.69	31	4.15	51	5.13
12	3.70	32	4.18	52	5.19
13	3.72	33	4.22	53	5.24
14	3.73	34	4.26	54	5.29
15	3.75	35	4.30	55	5.35
16	3.77	36	4.34	56	5.39
17	3.78	37	4.38	57	5.44
18	3.80	38	4.43	58	5.48
19	3.82	39	4.48	59	5.53
20	3.84	40	4.52	60	5.56
21	3.87	41	4.57	61	5.60
22	3.89	42	4.63	62	5.63
23	3.91	43	4.68	63	5.65
24	3.94	44	4.73	64	5.68
25	3.96	45	4.79	65	5.70
26	3.99	46	4.84	66	5.71
27	4.02	47	4.90	67	5.73
28	4.05	48	4.96	68	5.74
29	4.08	49	5.01	69	5.74
				70	5.75

The above values are based on an insurance of $1,000 without indebtedness. If there is indebtedness under this policy, or the Insured has received any payments on account of total permanent disability, the values will be decreased accordingly. If this policy provides for a larger amount of insurance than $1,000, the values will be increased proportionately.

(Index this paragraph under "Insurance," and add heading to Table of Contents.)]

Chapter III

Where and When and How to Write for Information

Introductory Statement

224. *General Principles Which Determine Where to Write.* The Department of Civilian Relief at its Division Offices and at National Headquarters has been receiving correspondence from Home Service Sections and private individuals as to many matters which need to be referred to Government departments in Washington, or to some other department of the Red Cross itself. Concerning many of these matters the officers at Division or National Headquarters of the Department of Civilian Relief can render no material assistance, and in such cases it would be better if the letter were addressed in the first instance directly to the ultimate source of information.

225. In paragraphs 228–257 an effort has been made to classify inquiries which should be addressed directly to Government departments. These letters should be signed by the relative of the enlisted man or by himself. *They should not be on Red Cross letterheads.* Home Service workers should advise the man or his relatives how to proceed, thus helping them to help themselves. Do not say, "I will attend to it for you." *Where it is necessary for the Home Service worker to prepare the letter, it should be prepared on plain paper and should be signed by a member of the family.* Be sure the name and full address to which the reply must be directed are plainly given. If these are not typewritten, it will be well to print them with pen and ink.

226. In paragraphs 258–268 an effort has been made to classify inquiries which should be addressed directly to some branch of the Red Cross not included within the Department of Civilian Relief. All of the directions contained in paragraph 225 above also apply to this correspondence.

227. Paragraphs 269–277 discuss when to write to Division Directors of Civilian Relief. In general it may be stated that this should be done in every case not specifically mentioned in paragraphs 228–268. It will be noted that there is no discussion in this chapter of when

to write to the Director-General of Civilian Relief, or to the Director of any Bureau of the Department of Civilian Relief at National Headquarters. This is because it is desired that correspondence from Home Service workers or individuals should reach National Headquarters through the Division Directors.

When and How to Write to Government Departments

228. *Arrears of Pay in Case of Death.* The employment of an attorney to collect claims for pay and allowances, [due a deceased enlisted man is unnecessary. The heirs of deceased officers and enlisted men may file claims with the Auditor for the War or Navy Department for all arrears of pay and allowances (this does not refer to family allowances under War Risk Insurance Law) due to date of death of such officers or men. Should there be a legal representative (administrator or executor) of the deceased officer's or soldier's estate, such representative should file a claim accompanied by a certified copy of his or her appointment. The proper blank for use by such claimant will be sent upon request therefor addressed to the Auditor.

Should there be no such legal representative, the following is the order of precedence of heirs: first, widow; second, child or children; third, father and mother jointly, provided the father has not abandoned the support of his family (abandonment, if charged, to be proved by affidavits of two distinterested persons cognizant of same from personal acquaintance with the family); fourth, if father or mother be dead, then to the surviving parent (evidence of death must be established); fifth, brothers and sisters in equal shares; sixth, nephews and nieces.]

For the purpose of collecting arrears of pay the proper person as indicated above should write the following letter to the Auditor for the War Department if the man was in the Army, or to the Auditor for the Navy Department if the man was in the Navy, Marine Corps or Coast Guard:

Private John Howard Smith, Serial No. 85634, Co. L, 125th Infantry, American Expeditionary Force. Age 26 years. Entered service October 20, 1917.

Auditor for the War Department,*
Washington, D.C.
Dear Sir:

The above enlisted man died on or about June 12, 1918. I desire to apply for all arrears of pay and allowances due him from the United States. My relationship to

* For address and description, if man is in the Navy, see par. 229.

him is that of widow. [He left no will and no administrator has been appointed for his estate.] Please send me the necessary application blank.

Very truly yours,
ELIZABETH BROWN SMITH (Mrs. John Howard Smith),
132 Willow Street,
Rockford, Ill.

229. *Arrears of Pay in Case of Discharge [from the Navy.* The Auditor for the Navy Department may also be addressed by any officer or enlisted man who has been discharged from the Navy, Marine Corps or Coast Guard, (*correct index and heading in Table of Contents*)] who has arrears of pay due him. Ordinarily he will be paid in full upon discharge. He should not write to the Auditor unless he has good reason to believe he has been underpaid. His letter should state all the necessary facts, as there is no prescribed blank in this case. He should be particular to state in detail the reasons which indicate that he has been underpaid. The employment of an attorney or a claim agent is unnecessary. The man himself should write as follows:

2nd Class Seaman John Howard Smith, formerly of
Naval Training Station, Newport, R.I. Age 26 years.
Entered service October 20, 1917.

Auditor for the Navy Department,
Washington, D.C.
Dear Sir:

On April 15, 1918, I was discharged from the service. I believe that there are arrears of pay or allowance due me for the following reasons [give reasons in detail and describe what the pay and allowance are for, and for what period]. I, therefore, hereby make application for such moneys due me from the United States.

Very truly yours,
JOHN HOWARD SMITH,
132 Willow Street,
Rockford, Ill.

229A. *Arrears of Pay in Case of Discharge from the Army.** Men discharged from the Army frequently request financial assistance from the Red Cross, stating that they were discharged without being paid in full or that they have certain arrears of pay due them. Others may desire information as to the procedure to be followed in securing reimbursement for funds deducted from their pay on account of allotments which were never paid. For example, the allottee may have died prior to the man's discharge and the checkage of his pay may have con-

*(*Index this par. under "Pay." Add heading to Table of Contents.*)

tinued until the date of his discharge; or his allotment may have been to a person residing in a country to which the mails have been closed and therefore no payments were made. In each such case the Home Service Section, in addition to rendering such assistance, if any, as may seem advisable, should assist the man to write as follows to the Director of Finance (this course should bring quicker action than the former custom of addressing the Auditor for the War Department):

John Howard Smith, formerly private, Co. L, 125th Infantry, Army Serial No. 85634.

Director of Finance, U.S. Army,
Washington, D.C.
Sir:

On January 5, 1919, I was honorably discharged from service at.....
.....,
receiving pay and travel pay as follows:.....
.....

To the best of my belief, there is still due me from the United States pay (and unpaid allotment on account of which checkage was made from my pay) as follows:
.....
.....

During all of the time covered by this claim I served with Co. L, 125th Infantry, at Camp Meade, Md., and in France.

I ask that this amount be remitted to me at the address given below.

Very truly yours,
JOHN HOWARD SMITH,
132 Willow Street,
Rockford, Ill.]

[However, it should be remembered that "when enlisted men who are without complete records of service are ordered discharged they will be discharged on supplementary service records and pay cards and paid in full, including travel pay. The supplementary service record and pay card will be based on affidavits sworn to by the soldier. Each soldier will be informed that false affidavit makes him liable to prosecution for fraudulent claim and that any arrears in pay due to lack of information may be obtained by making claim to the Auditor for the War Department."]

[230. *Disposition of Effects of Deceased Enlisted Men.* An Act of Congress, approved July 9, 1918, provides:

"In case of the death of any person subject to military law the commanding officer of the place of command will permit the legal representative or widow of the deceased, if present, to take possession of all his effects then in camp or quarters, and if no legal

representative or widow be present, the commanding officer shall direct a summary court to secure all such effects; and said summary court shall have authority to collect and receive any debts due decedent's estate by local debtors; and as soon as practicable after the collection of such effects said summary court shall transmit such effects, and any money collected, through the Quartermaster Department, at Government expense, to the *widow* or *legal representative* of the deceased, if such be found by said court, or to his *son, daughter, father, mother, brother, or sister, in the order named,* if such be found by said court, or to the beneficiary named by the deceased, if such be found by said court, and such court shall thereupon make to the War Department a full report of its transactions; but if there be none of the persons hereinabove named, or such persons or their addresses are not known to or readily ascertainable by said court, and the court shall so find, said summary court shall have authority to convert into cash, by public or private sale, not earlier than thirty days after the death of the deceased, all effects of the deceased, except sabers, insignia, decorations, medals, watches, trinkets, manuscripts, and other articles valuable chiefly as keepsakes; and as soon as practicable after converting such effects into cash said summary court shall deposit with the proper officer, to be designated in regulations, any cash belonging to decedent's estate, and shall transmit a receipt for such deposits, any will or other papers of value belonging to the deceased, any sabers, insignia, decorations, medals, watches, trinkets, manuscripts, and other articles valuable chiefly as keepsakes, together with an inventory of the effects secured by said summary court, and a full account of its transactions to the War Department for transmission to the Auditor for the War Department for action as authorized by law in the settlement of the accounts of deceased officers and enlisted men of the Army".]

Under this law, all the effects of a deceased soldier *who dies overseas* are collected and sent through the "Effects Quartermaster" at Hoboken, N.J., to the widow of the deceased or to his executor or administrator, or, if there is no widow, executor or administrator, then to the son, daughter, father, mother, brother or sister, in order named, or to the beneficiary named by the deceased. (If there be none of the persons named above, or if such persons or their addresses are not known or readily ascertained, then the effects of the deceased, except sabers, insignia, decorations, medals, watches, trinkets, manuscripts and other articles chiefly valuable as keepsakes are sold and the proceeds of the sale, together with the sabers, insignia, etc., are sent through the Adjutant-General to the Auditor for the War Department to be held for those persons entitled to receive them.) It is usually unnecessary for those entitled to the personal effects of a deceased soldier, who dies overseas, to make claim for them when there is no doubt as to the person who is entitled to receive them and when the address of such person is known. If a person who believes he is entitled to receive the effects of a deceased soldier who died overseas has not received them within three months after the soldier's death, such person should write

first to the Effects Quartermaster, Pier 3, Hoboken, N.J., being sure to give full identification data as to the soldier and to state the relationship to the soldier of the person who writes.

The effects of a soldier *who dies in this country* will be delivered by the commanding officer upon request to the executor or administrator of the deceased or to his widow. If such effects are not claimed or delivered within a reasonable time to the person entitled to receive them, they are disposed of as described above in parentheses.

Persons entitled to the effects of a soldier who dies in this country (or where the man died abroad, if the letter to the Effects Quartermaster at Hoboken, N.J., mentioned above, brought no success) should address the Adjutant-General, U.S. Army, War Department, Washington, D.C., unless it is known that the personal effects have been converted into cash. In such case, and where the family wishes to collect a deposit of the deceased soldier in a French-American bank, the letter should be addressed to the Auditor for the War Department, Washington, D.C.

The effects of an enlisted man in the Navy who has died will be delivered by his commanding officer upon request to the executor or administrator of the deceased, or to his widow. If such effects are not claimed within reasonable time, they will be sold and converted into cash, excepting only watches, trinkets, personal papers, and other articles valuable chiefly as keepsakes. The articles last named will be sent home by his commanding officer if the name and address of the next of kin are known. When the other effects of a man in the Navy are sold, the proceeds will be sent with the articles named above, if they have not already been sent to his next of kin, to the Bureau of Navigation, from which such proceeds will be sent to the Auditor for the Navy Department, but the man's watch and other articles named above will be kept at the Bureau of Navigation.

Persons entitled to the personal effects of an enlisted man who was in the Navy should address the Bureau of Navigation in order to procure his watch, trinkets, personal papers and other articles valuable chiefly as keepsakes, and should address the Auditor for the Navy Department to obtain the proceeds from the sale of his other personal property.

231. *Liberty Bonds Subscribed for by Soldier and Not Delivered.* If a soldier has subscribed for Liberty Bonds and has not received them after completing the necessary payments thereon and after sufficient time has elapsed for their distribution, [he should send to the Zone Finance Office, Allotments Branch, Bond Section, U.S. Army, Washington, D.C., an affidavit in the following form (see pars. 232 and 233):

SOLDIER'S AFFIDAVIT

State (or district) of
County of } ss.
City of

Army Serial No.....

I, ..., being duly sworn, depose and say: That
(Name)
I enlisted in the U.S. Army on or about.....19.....; that while
(Date)
a member of.....located at.....
(Organization) (Camp or Post)
I subscribed for $..... par value, of the * Second Third Fourth Liberty
(Value)
Loan and payments therefor were deducted from my pay each and every month as follows while with the following organizations at the places and in the amounts as stated below:

†

Date of Deduction	Organization and Place of Deduction	Amount
January, 191.....	.....	$.....
February, 191.....	.....	$.....
March, 191.....	.....	$.....
April, 191.....	.....	$.....
May, 191.....	.....	$.....
June, 191.....	.....	$.....
July, 191.....	.....	$.....
August, 191.....	.....	$.....
September, 191.....	.....	$.....
October, 191.....	.....	$.....
November, 191.....	.....	$.....
December, 191.....	.....	$.....
	Total	$.....

That said allotment was not discontinued nor reduced by me (except as stated above); that the bond or bonds for which I made this allotment have been paid for in full; that I have not received said bond, nor have said bond or bonds been received by any person designated by me; that I have not received any refund, either in whole or in part, of the amounts deducted from my pay; that I have not heretofore executed any affidavit or certificate of this character; and that I am still in the service, or that I was discharged therefrom on.....19..... That my permanent address is.....

In Witness Whereof I set my hand:

.....

Sworn and subscribed to before me at.....
this.....day of.....191.....

.....
Summary Court or Notary Public.

Send Bonds to.....at.....

.....
(Address)

* Draw line through number not applicable.

† All of these blanks, except two lines, should be carefully filled in in full. The deductions from pay for the Second Liberty Loan covered the ten months from October, 1917, to July, 1918, inclusive. Those for the Third Liberty Loan covered the months from April, 1918, to January, 1919, inclusive. Those for the Fourth Liberty Loan covered the months from October, 1918, to July, 1919, inclusive. Be sure to fill in opposite each month when deduction was made; the number of the organization and the place it was stationed or the place you were during that month.]

232. The subscriptions of most soldiers for the Third or Fourth Liberty Loans were recorded through the Secretary of the Treasury, [while the subscriptions for the Second Liberty Loan were recorded through the Federal Reserve Bank of New York City.] If however, the soldier subscribed through some local bank he should take the matter up directly with that institution.

233. If the soldier subscribed for the Fourth Liberty Loan on the ten installment plan, he should not write until after September 1, 1919, as the payments on such bonds will not be completed until July, 1919. When the inquiry is made, the affidavit prescribed in paragraph 231 should be used.

234. *Liberty Bonds Subscribed for by Soldier; Refund in Case of Death.* (See also par. 64.) If a soldier subscribed for a Liberty Bond and died before completing the payments thereon, his next of kin (if he died intestate) or the appropriate legatee (if he left a will) should write the following letter to the Auditor for the War Department to obtain a refund of these payments:

Private John Howard Smith, Serial No. 85634, formerly of Co. L, 125th Infantry, American Expeditionary Force. Age 26 years. Entered service July 30, 1917.

Auditor for the War Department,
Washington, D.C.
Dear Sir:

On October 12, 1917, at Camp Meade, Md., the above-named enlisted man subscribed for two bonds of $50 each of the Second Liberty Loan, through the Federal Reserve Bank of New York City, each to be paid for in ten installments of $5, to be deducted monthly from his pay. He died on or about April 8, 1918, before completing the payments on his bonds.

To the best of my knowledge, deductions from his pay, in accordance with the above allotment, were made for each month from October, 1917, to March, 1918, both inclusive, while with the following organizations, at the places and in the amounts as follows:

	(organization and place where deducted)	$ (amount)
Oct. 1917	.....	$.....
Nov. 1917	.....	.....
Dec. 1917	.....	.....
Jan. 1918	.....	.....
Feb. 1918	.....	.....
Mar. 1918	.....	.....

I am his sister. He was unmarried and his father and mother are dead, and he had no other sisters or brothers. I am informed that he left no will. As his nearest of kin I request that the allotments deducted from his pay for the payment of the bonds be refunded to me.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

235. The relatives will not be permitted to complete the payments and obtain the bonds, but the payments which have been made will be refunded. The directions in paragraph 234 apply only to the customary subscriptions recorded through the Federal Reserve Bank of New York City or the Secretary of the Treasury. If the soldier subscribed through some local bank, the relative should take the matter up directly with that institution.

236. *Liberty Bonds Subscribed for by Soldier; Refund in Case of Discharge.* (See also par. 64.) If the soldier was discharged from the service before completing his Liberty Bond payments, and no refund of what has been paid was made to him by his commanding officer on his final statement, he or any one on his behalf (but see par. 225) should write as follows:

Private John Howard Smith, Serial No. 85634, formerly of Co. L, 125th Field Artillery. Age 26 years. Entered service July 20, 1917.

[Zone Finance Office,
Allotments Branch—Bond Section,]
United States Army,
Washington, D.C.
Gentlemen:

On October 12, 1917, at Camp Meade, Md., I, the above-named enlisted man, subscribed for two bonds of $50 each of the Second Liberty Loan, through the Federal Reserve Bank of New York City, each to be paid for in ten installments of $5, to be deducted monthly from my pay. I was then a private in Co. E, 122nd Field Artillery.

[Deductions from my pay, in accordance with the above allotment, were made for each month from October, 1917, to March, 1918, both inclusive, while with the following organizations, at the places and in the amounts as follows:

Oct. 1917	.....	$.....
	(organization and place where deducted)	(amount)
Nov. 1917	.....	.....
Dec. 1917	.....	.....
Jan. 1918	.....	.....
Feb. 1918	.....	.....
Mar. 1918	.....	.....

I was discharged from the service on April 12, 1918, before completing payments on these bonds, and was not reimbursed for said deductions at the time of discharge.] I hereby request that the allotments deducted from my pay for the payment of these bonds be refunded to me.

Very truly yours,
JOHN HOWARD SMITH,
132 Willow Street,
Rockford, Ill.

[236A. *If Liberty Loan Inquiry is Unsuccessful.* If inquiries addressed as per paragraphs 231 and 236 inclusive do not have the desired result within thirty days, the inquiries may be forwarded through Division offices to the Bureau of Information Service at Red Cross National Headquarters, being sure that all of the information called for by the sample letters in these paragraphs is clearly set forth. (*Index this par. under "Liberty Bonds." Add heading to Table of Contents.*)

236B. *Evidence Necessary to Secure Delivery of Liberty Bonds to Soldiers.* The officer in the War Department in Washington who has charge of delivering Liberty Bonds must have in his possession the subscription to the bonds on Q.M.C. Form 38, making an allotment in payment thereof; but the bonds cannot be delivered until assurance is had that full payment or checkage has been had in accordance with that allotment. If the records of the Liberty Loan Section of the Allotments Branch of the Zone Finance Office do not show such payment in full (and this is the main reason for non-delivery of bonds) an effort is made to locate in the "abstracts of checkages" of the paying quartermaster notations relative to the deductions from the pay of this particular man. In due time the information can generally be secured; but pay accounts for those months during which a man is overseas are retained in France, and it is sometimes impossible to obtain the desired data.

The Director of Finance is endeavoring to provide means by which every soldier can secure the Liberty Loan Bonds for which he has paid, or a refund of the amount of money that has been deducted from his pay, but he must have sufficient evidence to justify his action. No more is being demanded by him than would be asked under similar circumstances by any careful financial institution.

In cases where it is impracticable or impossible to secure the information outlined above the War Department has authorized the acceptance in lieu thereof, of proof of payment as follows:

(a) If the man is still in the service in this country, his commanding officer should forward a certified copy of the man's allotment on Form 38 in payment of his subscription, and a certificate that full checkage for the entire period has been had covering that allotment, being sure that the man places on the back of the certified copy of Form 38 directions for the delivery of the bonds.

(b) If the man has been discharged from the service, and during the entire length of such service he has been in the United States, the bond will be delivered if the officer having charge of these allotments has in his possession the allotment on Form 38 and can find from the pay accounts of the man's quartermaster that checkage was had for the first and last months of the allotment, the deduction on the quartermaster's abstract for the last month being accepted as proof that the allotment has not been discontinued. In the case of the Second Liberty Loan this deduction would be for July, 1918; in the case of the Third Liberty Loan, for January, 1919.

(c) If the soldier is overseas, or was overseas at the time of the final deduction from his pay on account of an allotment covering a Liberty Loan subscription, and for that reason the records of his quartermaster are not available in this country, the Director of Finance will accept as proof of the fact that proper deductions have been had from his pay an affidavit in which the man will be required to give his name, serial number, date of subscription, organization and location at time of subscription, the amount thereof, and the checkage had for each of the months covered by his allotment, together with the place at which each deduction was made. This must be sworn to before a notary public or a summary court officer and blank for this purpose will be furnished by the officer in charge of Liberty Loan Section, Allotments Branch, Zone Finance Office, War Department, in cases in which after investigation he feels justified in taking such action.

(d) To secure the delivery of bonds to a commissioned officer it will be necessary for the Liberty Loan Allotment Section to have on file a Form 38, a certificate from the officer as to the amount of deductions made from his pay and the months covered by such deductions. In addition to this evidence to be furnished by the officer, it is necessary that record be found of at least one deduction from his pay. (*Index this par. under "Liberty Bonds." Add heading to Table of Contents.*)]

237. *Liberty Bonds Subscribed for by Member of Navy and Not Delivered.* If a member of the Navy, including the Marine Corps or Coast Guard, subscribed for Liberty Bonds through the Navy Department,

and their delivery is unreasonably delayed, he or any one on his behalf (but see par. 225) should write to the Navy Liberty Loan Officer. Most members of the Navy who subscribed for the First and Second Liberty Loans did so through some local bank. Hence all matters regarding delayed deliveries, refunds on account of death or discharge, etc., should be taken up with such institution or with the person through whom the subscription was made, instead of through the Navy Liberty Loan Officer, as in the case of bonds of the Third or subsequent loans subscribed for through the Navy Department. The letter to the Navy Liberty Loan Officer should be as follows:

2nd Class Seaman John Howard Smith, U.S.S. *Winslow*.
Age 26 years. Entered service October 20, 1917.

Navy Liberty Loan Officer,
Navy Department,
Washington, D.C.
Dear Sir:

On April 30, 1918, at Mare Island, Cal., the above-named enlisted man subscribed for two bonds of $50 each of the Third Liberty Loan, through the Federal Reserve Bank of New York City, each to be paid for in ten installments of $5, to be deducted monthly from his pay. He designated me, his sister, Kate Higgins Smith, of 132 Willow Street, Rockford, Ill., as the person to whom such bonds should be sent. These bonds have not been received although it is now ten weeks since the payment of the last installment thereon. Please inform me when they will be delivered to me.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

238. *Liberty Bonds Subscribed for by Member of Navy; Refund in Case of Death.* If a member of the Navy died before completing payments on Liberty Bonds for which he had subscribed through the Navy Department, his next of kin (if he died intestate) or the appropriate legatee (if he left a will) should write the following letter to the Navy Liberty Loan Officer, Navy Department, if a refund of these payments is desired:

2nd Class Seaman John Howard Smith, formerly of U.S.S. *Winslow*. Age 26 years. Entered service July 30, 1917.

Navy Liberty Loan Officer,
Navy Department,
Washington, D.C.
Dear Sir:

On April 30, 1918, at Mare Island, Cal., the above-named enlisted man subscribed for two bonds of $50 each of the Third Liberty Loan, through the Federal Reserve

Bank of New York City, each to be paid for in ten installments of $5, to be deducted monthly from his pay. He died on or about August 8, 1918, before completing the payments on his bonds. I am his sister. He was unmarried and his father and mother are dead, and he had no other sisters or brothers. I am informed that he left no will. As his nearest of kin I request that the allotments deducted from his pay for the payment of the bonds be refunded to me.

Very truly yours,

KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

If desired, payment of the balance due on such bonds may be made by next of kin (if he died intestate) or his legatee (if he left a will) to the Navy Allotment Officer, who will arrange for the delivery of the bonds.

239. *Liberty Bonds Subscribed for by Member of Navy; Refund in Case of Discharge.* If a member of the Navy was discharged from the service before completing the payments on Liberty Bonds for which he had subscribed through the Navy Department, he or any one on his behalf (but see par. 225) should write the following letter to the Navy Liberty Loan Officer, Navy Department, if a refund of these payments is desired:

2nd Class Seaman John Howard Smith, formerly of U. S. S. *Winslow.* Age 26 years. Entered service July 20, 1917.

Navy Liberty Loan Officer,
Navy Department,
Washington, D. C.

Dear Sir:

On April 30, 1918, at Mare Island, Cal., I, the above named enlisted man, subscribed for two bonds of $50 each of the Third Liberty Loan, through the Federal Reserve Bank of New York City, each to be paid for in ten installments of $5, to be deducted monthly from my pay. I was discharged from the service on September 10, 1918, before completing the payments on these bonds. I hereby request that the allotments deducted from my pay for the payment of these bonds be refunded to me.

Very truly yours,
JOHN HOWARD SMITH,
132 Willow Street,
Rockford, Ill.

If desired, payment of the balance due on such bonds may be made by the man to the Navy Allotment Officer, who will arrange for the delivery of the bonds.

240. *Location of Man in Service.* If a man is known to be in either the military or naval service of the United States, but the organization to which he is attached is unknown, then one of his relatives (preferably the emergency address), but according to a recent ruling of the Adjutant General, no one else, should address the appropriate office in the War or Navy Department and describe the man as follows:

If the man is in the Army—

John Howard Smith. Last known military designation: Tank Corps. Training Camp, Gettysburg, Pa. Age 26 years. Probable date of entry into service, October 20, 1917. Probable emergency address, Kate Higgins Smith (sister), 132 Willow Street, Rockford, Ill.

The Adjutant General,
U. S. Army,
Washington, D. C.
Dear Sir:

If the man is in the Navy or Coast Guard—

John Howard Smith. Last known naval designation, U. S. S. *Winslow* (or Station 100, Sea Bright, N. J.). Age 26 years. Probable date of entry into service, October 20, 1917. Probable emergency address, Kate Higgins Smith (sister), 132 Willow Street, Rockford, Ill.

Bureau of Navigation,
Navy Department,
Washington, D. C.
Gentlemen:

If the man is in the Marine Corps—

John Howard Smith. Last known naval designation, Marine Corps Training Camp, Quantico, Va. Age 26 years. Probable date of entry into service, October 20, 1917. Probable emergency address, Kate Higgins Smith (sister), 132 Willow Street, Rockford, Ill.

U. S. Marine Corps Headquarters,
Washington, D. C.
Gentlemen:

The body of the letter should read as follows:

Please inform me as to the present location and address of the above named enlisted man.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

241. *Insurance Granted.* If the relative of an enlisted man desires to know whether the latter has taken out Government insurance, the relative should write directly to the Bureau of War Risk Insurance, Attention of Insurance Section, as follows, stating the reason for desiring this information, which purpose will generally be served by indicating the writer's relationship to the enlisted man:

Private* John Howard Smith, Serial No. 85634, Co. L,
125th Infantry,* American Expeditionary Force.
Age 26 years. Entered service October 20, 1917.

Bureau of War Risk Insurance,
Attention of Insurance Section,
Treasury Department,
Washington, D.C.
Gentlemen:

Please inform me whether the above-named enlisted man, who is my brother, has taken out Government insurance and in what amount.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

242. *Insurance Beneficiary.* Do not write to the Bureau of War Risk Insurance to learn who is the insurance beneficiary, and do not ask this question in the letter mentioned in paragraph 241. This information is confidental and the Government is not permitted to disclose it. The only source from which the name of the beneficiary may be learned is the enlisted man himself.

243. *Insurance Certificate.* It is not necessary to write to the Bureau of War Risk Insurance asking why the insurance certificate or policy has not been delivered. Possession of the certificate is not necessary to enforce a claim for insurance. The Government has a record of the insurance and of the beneficiary, and the pay accounts of the organization to which the man is attached show the monthly deductions of the amount of the premium which he pays for insurance. The Bureau of War Risk Insurance has a force at work night and day preparing and mailing these certificates to the beneficiaries. To write letters to the Bureau inquiring why the insurance certificates have not been received can do no good and only serves to increase the work of the Insurance Section and thereby to delay the issuance of the certificates.

244. *Failure to Receive Proper Pay.* Do not write to any department

* For description, if the man is in the Navy, see par. 229.

in Washington to make inquiry because an enlisted man who is still in the service believes that he has not received his proper pay. The man should take this matter up in person with his commanding officer.

245. *Change of Address of Allottee.* If an enlisted man's relative who has been receiving an allotment and allowance through the Bureau of War Risk Insurance or an allotment through the War or Navy Department moves to another address, such relative should promptly notify the allotment office. *Do not use Red Cross Form 296 for this purpose.* The introductory portion of such letter should read as follows:

If the allotment and allowance are being received through the Bureau of War Risk Insurance—

Private John Howard Smith, Serial No. 85634, Co. L, 125th Infantry, American Expeditionary Force. Age 26 years. Entered service October 20, 1917. Allotment No. 343298.

Bureau of War Risk Insurance,
Attention, Division of Audit and Records,
Treasury Department,
Washington, D.C.
Gentlemen:

If the allotment is being received through the Army—

Private John Howard Smith, Co. L, 125th Infantry, American Expeditionary Force. Age 26 years. Entered service October 20, 1917.

[Enlisted Allotments Branch,
Zone Finance Office,
War Department,]
Washington, D.C.
Gentlemen:

If the allotment is being received through the Navy Department, including Marine Corps allotments—

2nd Class Seaman John Howard Smith, U.S.S. *Winslow.* Age 26 years. Entered service October 20, 1917.

[Disbursing Division,
Bureau of Supplies and Accounts,]
Navy Department,
Washington, D.C.
Dear Sir:

If the allotment is being received through the Coast Guard—

Surfman John Howard Smith, Station 100, Seabright, N. J. Age 26 years. Entered service October 20, 1917.

Captain Commandant,
U. S. Coast Guard,
Washington, D. C.
Dear Sir:

The body of the letter should read as follows:

As the sister of the above named enlisted man I am receiving an allotment (and allowance) through your office and have been receiving checks addressed to 132 Willow Street, Rockford, Ill. Please take notice that I have now moved to 84 Pine Street, Rockford, Ill., and checks should now be sent to this latter address.

Very truly yours,
KATE HIGGINS SMITH,
84 Pine Street,
Rockford, Ill.

246. *Checks not to be Mailed to Home Service Sections.* Do not permit relatives of enlisted men to give the address of the home service section as the address to which they wish to have allotment checks sent. The Red Cross does not desire that checks be issued from the Bureau of War Risk Insurance or other allotment offices to soldiers' or sailors' families in care of a home service section.

247. *Change in Spelling of Allottee's Name.* If an enlisted man's relative receives a check for an allotment or allowance on which the name of such allottee is misspelled, or otherwise incorrect, the allottee should promptly notify the department of the Government from which the check was received. The description of the man and the address to which the letter should be sent are fully indicated in paragraph 245. The body of the letter should read as follows:

Please take notice that I, Kate Higgins Smith, sister of above named enlisted man, have received from your office check No. 197428, upon which my name is incorrectly spelled as follows: Kate Higins Smyth.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

The check should be returned to the Bureau if the name is so badly misspelled as to make it possible that the check was intended for some

other person, or if there is any other doubt as to identity (see paragraph 91).

248. *Notice of Death of Allottee.* If (*a*) a person dies who is receiving allotment or allowance payments through the Bureau of War Risk Insurance or allotment payments from one of the other allotment offices, or if (*b*) a child or some other person dies on whose behalf such payments are being received, a member of the family or other appropriate person (but see par. 225) should promptly notify the office from which the checks emanate. The description of the man and the address to which the letter should be sent are fully indicated in paragraph 245. The body of the letter to the Bureau of War Risk Insurance in such a case should be as follows—(Note that this notice will not secure a re-award to the sister. This must be accomplished by forwarding War Risk Form 11 with supporting evidence through Red Cross channels; nevertheless, the following notice should be sent directly and promptly):

On August 31, 1918, Mrs. Elizabeth Brown Smith, wife of the above named enlisted man, who was receiving allotment and allowance payments from the Bureau of War Risk Insurance, died at her home, 84 Pine Street, Rockford, Ill. She leaves two children, John Howard Smith, Jr., age 12, and Elizabeth Smith, age 10, who will hereafter make their home with me, his sister.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

The body of the letter to any one of the other offices should be as follows:

On August 31, 1918, Mrs. Elizabeth Brown Smith, wife of the above named enlisted man, who was receiving allotment payments through your office, died at her home, 84 Pine Street, Rockford, Ill.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

249. *Compensation, Insurance or Burial Expenses.** If an enlisted man dies, his relatives who are entitled to compensation, insurance or burial expenses, either or all, under the War Risk Insurance Law should promptly notify the Bureau of War Risk Insurance as follows:

* But as to arrears of pay, see par. 228.

Private John Howard Smith, deceased April 12, 1918.
Serial No. 85634, formerly of Co. L, 125th Infantry,
American Expeditionary Force.

Bureau of War Risk Insurance,
Attention of Compensation and Insurance Claims Section,
Treasury Department,
Washington, D.C.

Gentlemen:

On or about April 12, 1918, my son, the above named enlisted man, died in the service. He leaves a widow, Mrs. Elizabeth Brown Smith, and two children, John Howard Smith, Jr., 10 years old, and Elizabeth Smith, 5 years old. Their address is 84 Pine Street, Rockford, Ill.

His father, Joseph Walter Smith, and I live at 132 Willow Street, Rockford, Ill. We were both dependent upon him for support to the extent of $10 per week jointly for the last three years. He also leaves one brother and two sisters, as follows:

Henry Smith, 43 Platt Street, Rockford, Ill.

Kate Higgins Smith, 132 Willow Street, Rockford, Ill.

Jane Smith Porter (Mrs. William Townsend Porter), 45 Lake Street, Chicago, Ill.

There are no other members of his own immediate family.

Will you please furnish the necessary forms upon which to file claims for compensation, insurance, and burial expenses?

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

250. Home Service workers should understand and clearly explain to the enlisted man's relatives that the inclusion of information concerning members of the family other than the widow, child, dependent mother or dependent father does not mean that these other persons are entitled to compensation. Information concerning these other persons is included merely because they are potential beneficiaries of any insurance that the enlisted man may have taken out.

251. *Compensation and Insurance for Disabled Men.* If an enlisted man is discharged from the service for disability incurred in the line of duty, he [should apply to the Compensation-Claims Section of the Bureau of War Risk Insurance for compensation and also, in case of total and permanent disability, for insurance. It is no longer necessary for him to write to the Bureau for the proper forms, as Forms 504, 526 and 527 may be obtained from Division Directors. (See par. 168.)]

252. *Notice of Death of Beneficiary of Compensation or Insurance.* If a person dies, who is receiving compensation or insurance payments under the War Risk Insurance Law, a member of the family or other appropriate person (but see par. 225) should promptly notify the Bureau of War Risk Insurance, Attention of Compensation and Insurance Claims Section, as follows:

Compensation Claim No. 345. Private John Howard Smith, deceased April 12, 1918, Serial No. 85634, formerly of Co. L, 125th Infantry, American Expeditionary Force.

Bureau of War Risk Insurance,
Attention of Compensation and Insurance Claims Section,
Treasury Department,
Washington, D.C.
Gentlemen:

On August 31, 1918, Mrs. Elizabeth Brown Smith, widow of the above named enlisted man, who was receiving from the Bureau of War Risk Insurance compensation and insurance payments on account of his death, died at her home, 84 Pine Street, Rockford, Ill.

Very truly yours,
KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

Private John Howard Smith, deceased April 12, 1918.
Serial No. 85634, formerly of Co. L, 125th Infantry,
American Expeditionary Force.

Bureau of War Risk Insurance,
Attention of Compensation and Insurance Claims Section,
Treasury Department,
Washington, D. C.

Gentlemen:

On or about April 12, 1918, my son, the above named enlisted man, died in the service. He leaves a widow, Mrs. Elizabeth Brown Smith, and two children, John Howard Smith, Jr., 10 years old, and Elizabeth Smith, 5 years old. Their address is 84 Pine Street, Rockford, Ill.

His father, Joseph Walter Smith, and I live at 132 Willow Street, Rockford, Ill. We were both dependent upon him for support to the extent of $10 per week jointly for the last three years. He also leaves one brother and two sisters, as follows:

Henry Smith, 43 Platt Street, Rockford, Ill.

Kate Higgins Smith, 132 Willow Street, Rockford, Ill.

Jane Smith Porter (Mrs. William Townsend Porter), 45 Lake Street, Chicago, Ill.

There are no other members of his own immediate family.

Will you please furnish the necessary forms upon which to file claims for compensation, insurance, and burial expenses?

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

250. Home service workers should understand and clearly explain to the enlisted man's relatives that the inclusion of information concerning members of the family other than the widow, child, dependent mother or dependent father does not mean that these other persons are entitled to compensation. Information concerning these other persons is included merely because they are potential beneficiaries of any insurance that the enlisted man may have taken out.

251. *Compensation and Insurance for Disabled Man.* If an enlisted man is discharged from the service for disability incurred in the line of duty, he or any one on his behalf (but see par. 225) should write to the Bureau of War Risk Insurance, Attention of Compensation and Insurance Claims Section, and ask to be furnished with the prescribed forms upon which to file claims for compensation and, in case of total and permanent disability, for insurance, with instructions for their execution. The letter should be as follows:

Private John Howard Smith, Serial No. 85634, formerly of Co. L, 125th Infantry, American Expeditionary Force.

Bureau of War Risk Insurance,
Attention of Compensation and Insurance Claims Section,
Treasury Department,
Washington, D. C.
Gentlemen:

I, the above named enlisted man, was discharged from the service on June 15, 1918, for disability due to tuberculosis incurred in line of duty. I have a wife, Elizabeth Brown Smith, and two children, John Howard Smith, Jr., 10 years old, and Elizabeth Smith, 5 years old, all of whom are living with me at 84 Pine Street, Rockford, Ill.

I have also a father and mother, Joseph Walter Smith and Mary Hunter Smith, 132 Willow Street, Rockford, Ill., who have been dependent upon me to the extent of $10 per week jointly for the last three years.

Please furnish the necessary forms upon which to file claims for compensation and insurance (or, for compensation).

Very truly yours,

JOHN HOWARD SMITH,
84 Pine Street,
Rockford, Ill.

252. *Notice of Death of Beneficiary of Compensation or Insurance.* If a person dies, who is receiving compensation or insurance payments under the War Risk Insurance Law, a member of the family or other appropriate person (but see par. 225) should promptly notify the Bureau of War Risk Insurance, Attention of Compensation and Insurance Claims Section, as follows:

Compensation Claim No. 345. Private John Howard Smith, deceased April 12, 1918, Serial No. 85634, formerly of Co. L, 125th Infantry, American Expeditionary Force.

Bureau of War Risk Insurance,
Attention of Compensation and Insurance Claims Section,
Treasury Department,
Washington, D. C.
Gentlemen:

On August 31, 1918, Mrs. Elizabeth Brown Smith, widow of the above named enlisted man, who was receiving from the Bureau of War Risk Insurance compensation and insurance payments on account of his death, died at her home, 84 Pine Street, Rockford, Ill.

Very truly yours,

KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

253. *Notice of Change of Address of Beneficiary of Compensation or Insurance.* If the person who has been receiving compensation or insurance payments under the War Risk Insurance Law moves to a new address, such person should promptly notify the Bureau of War Risk Insurance, Attention of Compensation and Insurance Claims Section, as follows:

Compensation Claim No. 345. Private John Howard Smith, deceased April 12, 1918, Serial No. 85634, formerly of Co. L, 125th Infantry, American Expeditionary Force.

Bureau of War Risk Insurance,
Attention of Compensation and Insurance Claims Section,
Treasury Department,
Washington, D. C.

Gentlemen:

As the widow of the above named enlisted man I am receiving compensation and insurance payments from your office and have been receiving checks addressed to 132 Willow Street, Rockford, Ill. Please take notice that I have now moved to 84 Pine Street, Rockford, Ill., and that checks should now be sent to this address.

Very truly yours,
ELIZABETH BROWN SMITH (Mrs. John Howard Smith),
84 Pine Street,
Rockford, Ill.

254. *Non-receipt of Allotments and Allowances from War Risk Bureau.* Letters should not be written to the Bureau of War Risk Insurance inquiring in reference to delayed allotments and allowances until two months have elapsed since the man entered the service. If no reply is received to this original inquiry, *which should be sent directly to the Bureau of War Risk Insurance and should be signed by a relative*, within thirty days after its transmission or, in other words, within ninety days after the man has entered the service, home service sections should prosecute an inquiry through Red Cross channels (see paragraph 269). Such a letter should be written only by a Class *A* relative or by a Class *B* relative to whom an allotment carrying an allowance has been made. Class *B* relatives should not write unless they are dependent upon the enlisted man and have received definite word that he has made an allotment in their favor through the Bureau of War Risk Insurance. The letter whether written by a Class *A* or Class *B* relative should be as follows:

Private John Howard Smith, Serial No. 85634, Co. L,
125th Field Artillery, Camp Gordon, Atlanta, Ga.
Age 26 years. Entered service October 20, 1917.

Bureau of War Risk Insurance,
Attention of Allotment and Allowance Section,
Treasury Department,
Washington, D. C.
Gentlemen:

My son, the above named enlisted man, has now been in the service for more than sixty days, and I have not received the allotment and allowance due me under the War Risk Insurance Law, although he has informed me that he made an allotment in my favor and requested an allowance. I am solely dependent upon him for support. Please inform me when I may expect payment.

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

255. *Claims for Exemption from Compulsory Allotment.* If a wife or child (*i. e.*, a Class *A* relative) makes inquiry as to the reason for the non-receipt of any allotment or allowance, and an answer is received from the Bureau of War Risk Insurance that the enlisted man has claimed exemption from compulsory allotment, the relative should receive a communication from the legal section of the Bureau of War Risk Insurance, giving an opportunity to combat the claim for exemption. If no such communication is received, the relative should write to the legal section of the Bureau of War Risk Insurance, as follows:

Private John Howard Smith, Serial No. 85634, Co. L,
125th Infantry, American Expeditionary Force.
Age 26 years. Entered service October 20, 1917.
Allotment No. 346870.

Bureau of War Risk Insurance,
Attention of Legal Section,
Treasury Department,
Washington, D. C.
Gentlemen:

I am the wife of the above named enlisted man. I have received no allotment or allowance. I have been informed that the reason for this is that my husband has claimed exemption from compulsory allotment. Will you please inform me upon what ground this claim was based, so that I may have an opportunity to present my reply?

Very truly yours,
ELIZABETH BROWN SMITH (Mrs. John Howard Smith),
132 Willow Street,
Rockford, Ill.

256. *Non-receipt of Allotment from War or Navy Department.* The relatives of an enlisted man who are not entitled to an allowance under the War Risk Insurance Law can receive an allotment only through the War or Navy Department. They should not write to these departments concerning the allotment until they have received definite word from their man in the service that he has made the allotment. If the initial payment is not received within one month after the making of the allotment, if made in this country, or within two months after the making of the allotment, if made abroad, relatives may then write to the appropriate allotment office. For description of enlisted man in each service, and for addresses of the serial allotment offices, see paragraph 245. The body of the letter should read as follows:

My brother, the above-named enlisted man, has informed me that on July 6, 1918, at Camp Gordon, Atlanta, Ga., he allotted $10 a month of his pay to me through your office. Please inform me whether this allotment is on record in your office and when I may expect to receive payment.

Very truly yours,

KATE HIGGINS SMITH,
132 Willow Street,
Rockford, Ill.

If no reply is received to the above inquiry within two weeks after its transmission, the Home Service Section should prosecute an inquiry through Red Cross channels (see par. 273).

257. *Non-support by Officer of His Family.* The duty of an officer to support his wife and children is dealt with in Chapter I (see par. 60). A complaint of non-support should be sent directly to the appropriate office of the Army or Navy Department by or on behalf of the wife or child, and not through Red Cross channels. In the case of an officer in the Army, the complaint should be addressed to the Adjutant-General, U.S. Army, Washington, D.C. In the case of an officer in the Navy, such complaint should be addressed to the Bureau of Navigation, Navy Department, Washington, D.C. The complaint may well be in affidavit form with supporting affidavits, although that is not required.

[257A. *Certificate of Death.* If a certificate of death of an officer or enlisted man is required as proof of death in making claim for insurance issued to the deceased by a private life insurance company, the widow or other beneficiary should write the following letter to the Statistical Division of the Adjutant-General's office:

Private John Howard Smith, Serial No. 85634, formerly Co. L, 125th Infantry, American Expeditionary Forces. Age 26 years. Entered service September 20, 1917, at Rockford, Ill. Died January 3, 1919.

Statistical Division,
Adjutant-General's Office,
War Department,
Washington, D.C.

Gentlemen:

I am the widow of the above-named enlisted man. Please send me a certificate of his death to be used as proof of death in making claim for insurance issued to the deceased by a private life insurance company.

Very truly yours,
ELIZABETH BRENNAN SMITH (Mrs. John Howard Smith),
132 Willow Street,
Rockford, Il.

(*Index under "Insurance with private companies" and add heading to Table of Contents.*)]

258. *No Letter from Enlisted Man Abroad.* If the relatives of a soldier [serving abroad have received no word from him for an unreasonable length of time and desire to inquire as to his welfare, instead of writing to the Red Cross Bureau of Communication as formerly, they should write to the Adjutant-General, U.S. Army, Washington, D.C., as follows (see also par. 445):

Private John Howard Smith, Serial No. 85634, Co. L, 125th Infantry, American Expeditionary Forces. Age 26 years. Entered Service July 30, 1917.

Adjutant-General,
United States Army,
Washington, D.C.

Dear Sir:

I have received no letter from my son named above since one dated September 3, 1918, at Paris. Can you secure any word for me as to his welfare?

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

(*Change in index from "Bureau of Communication" to "Adjutant-General".*)]

259. *Letters Not Received by Enlisted Man Abroad.* [This par. omitted; see par. 268. (*Omit from Table of Contents.*)]

When to Write to Offices of the Red Cross Not Included in the Department of Civilian Relief

[260. *Bureau of Communication.* The family may write direct to the Red Cross Bureau of Communication in cases where the man in the service has been reported killed, wounded or missing, or where doubt exists concerning this information. (*Change title of this par. in Table of Contents*).] Home Service Sections, however, should not encourage relatives to write to the Bureau of Communication on the slightest rumor that their man is wounded, killed or missing. In most instances such rumors have been found to be false and frequently they have been circulated as enemy propaganda. Except in rare instances, if the man is wounded, killed or missing, official notification from the War Department will have been promptly sent to the emergency address which he gave. However, if the statement that the man is

wounded, killed or missing comes from an apparently reliable source, a letter should be addressed to the Bureau of Communication.

261. *Enlisted Man Reported Wounded.* If the relatives of an enlisted man have received word that he has been wounded, and they wish to learn further particulars, they should write directly to the Bureau of Communication, American Red Cross, as follows:

Private John Howard Smith, Serial No. 85634, Co. L,
125th Infantry, American Expeditionary Force.
Age 26 years. Entered service July 30, 1917.

Bureau of Communication,
American Red Cross,
Washington, D. C.
Gentlemen:

I have received official notification from the War Department [or I have been informed from a credible source] that my son, named above, has been wounded. Can you secure for me any further particulars?

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

262. *Enlisted Man Reported Dead.* If the relatives of an enlisted man are notified of his death, they may obtain further particulars as to his death by writing as follows to the Bureau of Communication, American Red Cross:

Private John Howard Smith, Serial No. 85634, Co. L,
125th Infantry, American Expeditionary Force.
Age 26 years. Entered service July 30, 1917.

Bureau of Communication,
American Red Cross,
Washington, D. C.
Gentlemen:

I have received official notification from the War Department [or I have been informed from a credible source] of the death of my son, named above. Can you give me further particulars?

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

263. *Enlisted Man Reported Missing.* If the relatives of an enlisted man are notified that he is reported missing, they may write, as follows, to the Bureau of Communication, American Red Cross, asking if any

further information has been secured (the Bureau of Communication does not wait for inquiry from the family before commencing its search for a missing man):

Private John Howard Smith, Serial No. 85634, Co. L,
125th Infantry, American Expeditionary Force.
Age 26 years. Entered service July 30, 1917.

Bureau of Communication,
American Red Cross,
Washington, D. C.
Gentlemen:

I have received official notification from the War Department [or I have been informed from a credible source] that my son, named above, is reported missing. Will you promptly send me any information you obtain in your search for him?

Very truly yours,
MARY HUNTER SMITH (Mrs. Joseph Walter Smith),
132 Willow Street,
Rockford, Ill.

264. *Replies must be to the Family.* War Department regulations require the Bureau of Communication to send such information directly to the family. If there is a good reason why a home service section should write on behalf of the family, this fact should be explained in the letter, so that the Bureau of Communication will have authority to answer through a third person.

265. *American Prisoners of War.* During the continuance of hostilities the arrangements were that when the relatives of an enlisted man in the United States forces received definite information that he was a prisoner of war, all inquiry concerning him should be addressed to the Bureau of Prisoners' Relief, American Red Cross, Washington, D. C. Mail was addressed directly to prisoners in the prison camps.

266. By the terms of the armistice prisoners of war in Germany were to be released immediately. Under these circumstances it is not advisable to address mail to a prisoner at a prison camp in Germany. As soon as information is received from the War Department that a prisoner has rejoined the American Expeditionary Forces, the person who is designated to be informed in case of emergency will be promptly advised to that effect, and mail thereafter intended for the former prisoner will require postage and should be addressed to him by name, preceded by his rank, and followed by the designation of the company and regiment to which he belonged when captured, and the words American Expeditionary Forces. (See the form of address

given in par. 33.) In the lower left-hand corner of the envelope place the words "Formerly prisoner of war in Germany." The name and address of the sender should be placed in the upper left-hand corner of the envelope as shown in paragraph 33.

267. The Bureau of Prisoners' Relief still stands ready to give such information as it may possess or may be able to procure. As this book goes to press, it is uncertain what service the Bureau of Prisoners' Relief will be able to give in view of the rapidly changing conditions.

When to Write to Division Directors of Civilian Relief

[268. *Letters Not Received by Enlisted Man Abroad.* If the family of a soldier or sailor learns that he has not received letters addressed to him abroad and is worrying in consequence, or if, by reason of this, the family has been unable to acquaint him with changed home conditions, such as a death, serious illness, change of residence and the like—the Home Service Section may write through the Division office to the Bureau of Foreign Correspondence at National Headquarters. This Bureau will attempt to locate the soldier through the Paris Home Service Bureau, and get a message through to him, assuring him of his family's welfare and seeking to learn his desires as to home problems indicated. The Paris Bureau will attempt to have the soldier's mail traced and will ask him to file necessary allotment forms, etc.

Home Service Sections should explain to the family the difficulty in delivering mail to members of the A.E.F. and that the War Department is now making every effort to hasten these deliveries.

Although the problem is a gigantic one, the condition is improving daily. The War Department has given special attention to letters which in some cases have been returned from France, although soldiers are known to be in hospitals there. Special orders have been given to keep these letters in France until the soldiers are located.

Home Service Sections should counsel patience and advise the family to continue to write to their man in the service, being careful to state his company or otherwise to describe his location in the service as exactly as possible, and to typewrite the name and address or print the words with pen and ink.] (*Change par. number in Index under above heading and add heading to Table of Contents.*)

269. *Non-receipt of Allotments and Allowances from War Risk Bureau.* As stated in paragraph 254, if the family has written to the Bureau of War Risk Insurance and has received no reply, the Home Service Section, after ninety days have elapsed since the man entered the service, should prosecute an inquiry through Red Cross channels. *All such inquiries should be forwarded on Red Cross Form 296 to the Division Director of Civilian Relief.*

270. Before an allotment can be located in the Bureau of War Risk Insurance files, it is necessary to find the allotment number. In all cases where this number is known, be sure and give it in the space provided for that purpose in the upper right-hand corner of Form 296. In this connection it may be noted that all applications received by the Bureau of War Risk Insurance on or after June 3, 1918, are given an allotment number to correspond with the man's Army serial number. Advise allottees in all cases to keep their notification of allotment and allowance for reference. The allotment applications filled in by enlisted men are filed numerically. An alphabetical file is maintained of all enlisted men who have filed applications. On this alphabetical index the following information is given: man's full name, serial number (if in Army), rank, company, regiment, ship or station, *date of entry into service*, home address, and allotment number. All of the above information should be very carefully filled in on Form 296 (see par. 142).

271. Under 'Special Query' give briefly but fully any information you may have relative to the status of the allotment and allowance—for instance: "Check received in March. Nothing since," or "Check received. Seems wrong amount." (State why.) Information of this kind indicates to the Registrar in what section of the War Risk Insurance Bureau the mistake was probably made, and he can go directly there, instead of searching in all the various offices. With the aid of this definite information it is often possible to save at least three weeks in securing a report.

272. Unless all of the instructions contained in paragraphs 270 and 271 are followed, the form must be returned to the Home Service Section by the Division Director of Civilian Relief.

273. *Non-receipt of Allotments from War or Navy Department.* After the time prescribed in paragraph 256 has elapsed, if the procedure there described has been followed, the Home Service Section should send through Red Cross channels inquiries as to non-receipt of these allotments. *These inquiries should be forwarded on Red Cross Form 296 to the Division Director of Civilian Relief.* All of the information

given in paragraph 270 should be set forth except, of course, the allotment number. In this connection it should be remembered that many allotments made through the War or Navy Department are specifically limited by the man himself to a period of six months. Home Service Sections should discourage inquiries, either directly through the War or Navy Department, or through Red Cross channels in reference to cessation of payments, unless it is reasonable to believe that the period of the allotment has not expired. Give briefly the information which indicates that the allotment should not have been discontinued, under 'Special Query.'

274. *Use of Duplicate Forms 296.* If no reply is received within reasonable time to the inquiry forwarded on Form 296, do not write a letter. Wait four weeks and then forward a duplicate Form 296. Mark at the top 'Duplicate. Original sent ——— 1918.'

275. *Further Correspondence as to Information Obtained on Form 296.* If further correspondence is necessary in connection with reply given on Form 296, the 296 Form should be returned to the Division Bureau of Civilian Relief with a letter explaining the points not understood. It will be absolutely necessary to return the 296 Form, as no copy of the information given on this form by the Bureau of War Risk Insurance is retained by the Registrar.

276. *In All Cases Not Specifically Mentioned Above.* In all cases of inquiries which have not been specifically covered in previous paragraphs of this chapter, Home Service Sections should write directly to the Division Director of Civilian Relief. As a rule, he can either furnish the reply from information already in his hands or can be of assistance in supervising the manner of stating the inquiry and the facts to be submitted with it, if it is to be referred to National Red Cross Headquarters, or to some other office in Washington. Even where he may not be in a position to assist materially in obtaining the answer, it is frequently essential for him to have an intimate knowledge of the question which is being presented and of the reply secured.

277. *Return of Inquiry Not Properly Addressed.* But the Division Director of Civilian Relief will return to the Home Service Section any inquiry which should have been otherwise addressed as described in paragraphs 228–268.

[278. *Communication of Home Service Sections with Military Authorities.* It is desirable from all points of view that the Red Cross Department of Military Relief have full knowledge of all communication between Home Service Sections and the military authorities. In order

to bring this about Home Service Sections will conform to the following plan:

a. When the Correspondence Originates with Home Service Sections.

When Home Service Sections desire to communicate with the military authorities about any matter, the correspondence should in general be routed through the office of the Division Director of Civilian Relief of the Division in which the Home Service Section is situated. The Division Director will then forward it to the proper Field Director of the Department of Military Relief of the Red Cross, who will present it to the military authority desired to reach. However, certain Home Service Sections which have a considerable amount of such correspondence and have attained a certain measure of proficiency have been, or may be, authorized by the Division Director of Civilian Relief to correspond direct with the proper Field Director of Military Relief. Unless such authority has been specifically received in writing by a Home Service Section, all correspondence should go to the Division Director of Civilian Relief.

In all cases when writing to Field Directors of Military Relief, address the letter to "The Office of the Field Director, American Red Cross, Camp ————, ————"

b. When the Correspondence Originates with the Field Director of Military Relief.

The Department of Military Relief has furnished its Field Directors with a list of Home Service Sections with whom they are authorized to correspond direct. In such cases Home Service Sections will, of course, correspond direct with the Field Director addressing them. In all other cases Home Service Sections will correspond only through the office of the Division Director of Civilian Relief.

c. When the Correspondence Originates with the Military Authorities.

When a communication is received by a Home Service Section from any military authority, the Home Service Section will immediately acknowledge receipt thereof, stating that the necessary information will be obtained, or investigation made, and that an answer will be forwarded in due course through regular Red Cross channels.

(1) When the correspondence comes from the Adjutant-General or other War or Navy Department officials, or from the Commander of a military department (of which there are six in the United States), the answer from the Home Service Section should be sent to the Division Director, to be forwarded to the office making the inquiry.

(2) When the correspondence comes from any lesser military or naval authority, such as a Camp Commander or officer in charge of a hospital, the Home Service Section should consult the following list of Camps where the Red Cross is represented by Field Directors of the Department of Military Relief, and if there is such a Field Director at the place of origin of the correspondence, answer should be sent to him. If there is no Field Director at such place, the answer should be sent to the Division Director of Civilian Relief, who will forward it to the officer making the inquiry.

(3) In forwarding information or answering inquiries which come direct from military authorities, Home Service Sections should address their letters to the

officer of the Red Cross to whom they write in accordance with the above plan, and such letters should be accompanied by an exact copy of the letter from the military authority.

d. The above plan relates only to correspondence within the limits of the United States.

e. The list of camps where the Red Cross is represented by a Field Director of Military Relief follows. This list is not likely to be increased, but will be reduced from time to time.

Atlantic Division

Camp Dix, Wrightstown, N.J.
Forts Hamilton, Wadsworth and Tilden, N.Y.
Camp Merritt, N.J.
Camp Mills, Mineola, L.I.
Naval Aeronautics School and Stations, Babylon, L.I.
Naval Training Camp, Pelham Bay, N.Y.
Raritan Ordnance Camp, Metuchen, N.J.
Forts Slocum, Totten and Schuyler, N.Y.
Swinburne's Island, N.Y.
Third Naval District, N.Y.
Camp Upton, Yaphank, L.I.
Camp Vail, N.J.
Debarkation Hostpial No. 1, Ellis Island.
Debarkation Hospital No. 2, Fox Hills, Staten Island (now General Hospital No. 41).
Debarkation Hospital No. 3, Greenhut Building, New York City.
Debarkation Hospital No. 5, Grand Central Palace, N.Y.
Embarkation Hospital No. 1, St. Mary's Hospital, Hoboken, N.J.
Embarkation Hospital No. 4, Polyclinic Hospital, N.Y.
General Hospital No. 1, Williamsbridge, N.Y.
General Hospital No. 3, Colonia, N.J. (Rahway).
General Hospital No. 4, Fort Porter, Buffalo, N.Y.
General Hospital No. 5, Fort Ontario, Oswego, N.Y.
General Hospital No. 8, Otisville, N.Y.
General Hospital No. 19, Lakewood, N.J.
General Hospital No. 13, Dansville, N.Y.
General Hospital No. 16, New Haven, Conn.
General Hospital No. 30, Plattsburg Barracks, N.Y.
General Hospital No. 38, White Plains, N.Y.
Reconstruction Hospital No. 1, Lawrenceville, N.J.
U.S. Military Hospital, Cooperstown, N.Y.
Hoboken Piers, Room 303 Terminal Building, Hoboken, N.J.
R. C. representatives at 14 minor posts and stations about New York.

Central Division

Agricultural School, Ames, Iowa.
Camps Herring and Bradley, Peoria, Ill.
Fort Crook and Fort Omaha, Neb.
Camp Custer, Battle Creek, Mich.
Camp Dodge, Des Moines, Iowa.
Camp Grant, Rockford, Ill.
Great Lakes Naval Training Station, Ill.
Michigan College of Mines, Houghton, Mich.
Michigan Agricultural College, Lansing, Mich.
Camp Robinson, Sparta, Wis. (summer camp, abandoned in winter).
Fort Robinson, Neb.
Rock Island Arsenal, Ill.
University of Michigan, Ann Arbor, Mich.
University of Wisconsin.
Vocatlonal Camp, Lincoln, Neb.
Vocational Training School, Iowa City, Iowa.
Vocational Training School, Moosehart, Ill.
Selfridge Field, Fort Wayne, Ill.
General Hospital No. 26, Fort Des Moines, Iowa.
General Hospital No. 28, Fort Sheridan, Ill.
General Hospital No. 32, Chicago, Ill.
General Hospital No. 36, Detroit, Mich.

Gulf Division

Camp Beauregard, Alexandria, La.
Gerstner Field, Lake Charles, La.
Gulfport Naval Station, Gulfport, Miss.
Camp McClellan, Anniston, Ala.
Payne Field, West Point, Miss.
Camp Shelby, Hattiesburg, Miss.
Camp Sheridan, Montgomery, Ala.

Lake Division

Akron University, Akron, Ohio.
Fort Benjamin Harrison, Ind.
Columbus Barracks, Columbus, Ohio.
Camp Sherman, Chillicothe, Ohio.
Camp Taylor, Louisville, Ky.
Wilber Wright Field and McCook Field, Dayton, Ohio.
Fort Thomas, Ky.
Camp Knox, Ky.
General Hospital No. 25, Fort Benjamin Harrison, Ind.
General Hospital No. 35, West Baden, Ind.

Mountain Division

Camp Cody, Base Hospital, Deming, N. Mex.
Columbus Garrison (Camp Cody), N. Mex.
Fort D. A. Russell, Wyo.
Fort Logan, Col.
General Hospital, Fort Bayard, N. Mex.
General Hospital No. 21, Denver, Col.
General Hospital No. 27, Fort Douglas, Utah.

New England Division

Camp Devens, Ayer, Mass.
First Naval District, Boston, Mass.
New London District, New London, Conn.
Radio Station, Portland, Maine.
Springfield Arsenal, Mass.
Halifax District, Halifax, N.S.
General Hospital No. 10, Boston, Mass.
General Hospital No. 34, East Norfolk, Mass.
Naval Hospital, Chelsea, Mass.
Naval Hospital, Portsmouth, N.H.

Northern Division

Dunwoody Institute, Minn.
Fort Snelling, Minn.
General Hospital No. 29, Fort Snelling, Minn.

Northwestern Division

Bremerton Navy Yard, Puget Sound, Wash.
Columbia River District, including Forts Canby, Columbia and Stevens.
Defenses of Puget Sound, Wash.; Forts Flagler, Worden, Casey and Whitman.
Washington Naval Training Station, Wash.
Fort George Wright, Wash.
Camp Lewis, American Lake, Wash.
Vancouver Barracks, Wash.

Pacific Division

Camp Fremont, Palo Alto, Cal.
Harry J. Jones, Ariz.
Camp Kearny, Linda Vista, Cal.
Presidio, San Francisco, Cal.
Riverside, Cal.; Fort McArthur, San Pedro, Cal.
U.S. Balloon School, Arcadia, Cal.
Submarine Base, Naval Reserve, San Pedro, Cal.
Mather Field of Aviation, Sacramento, Cal.

Pennsylvania-Delaware Division

League Island Navy Yard, Philadelphia, Pa.
General Hospital No. 17, Markleton, Pa.
General Hospital No. 24, Parkview Station, Pittsburgh, Pa.
General Hospital No. 11, Cape May, N.J.
General Hospital No. 22, Philadelphia, Pa.
General Hospital No. 31, Carlisle, Pa.
Naval Hospital, Philadelphia, Pa.

Potomac Division

Camp Eustis, Va.
Camp Humphreys, Va.
Camp Lee, Petersburg, Va.
Camp Meade, Admiral, Md.
Washington District.
Marine Barracks, Quantico, Va.
Camp Stuart, etc., Newport News, Va.
Camp Holabird, Baltimore, Md.
Fifth Naval District, Norfolk, Va.
Debarkation Hospital No. 32, Richmond, Va.
General Hospital No. 7, Roland Park, Md.
Walter Reed Hospital, Washington, D.C.
General Hospital No. 2, Fort McHenry, Md.
Debarkation Hospital No. 51, Hampton, Va.

Southern Division

Fort Barrancas, Pensacola, Fla.
Fort McRee, Pensacola, Fla.
Fort Pickens, Pensacola, Fla.
Aviation Field, Pensacola, Fla.
Fort Dade, St. Petersburg, Fla.
Camp Gordon, Atlanta, Ga.
Camp Greene, Charlotte, N.C.
Camp Greenleaf, Fort Oglethorpe, Ga.
Camp Hancock, Augusta, Ga.
Camp Jackson, Columbia, S.C.
Camp Johnston. Jacksonville, Fla.
Camp Jessup, Atlanta, Ga.
Fort Moultrie, S.C.
Camp Polk, Raleigh, N.C.
Port Field, Memphis, Tenn.
Fort Screven, Tybee Island, Ga.
Park Field, Millington, Tenn.
Camp Sevier, Greenville, S.C.
Sixth Naval District, Charleston, S.C.
Southern Florida, Dinner Key Field, U.S. Aerial Gunner School, Cutler Field; Key West Navy Yard; Fort Taylor Barracks, Miami; Battle Plane School.
Camp Wadsworth, Spartanburg, S.C.
Camp Wheeler, Macon Ga.
General Hospital No. 19, Azalea, Oteen, N.C.
General Hospital No. 14, Fort Oglethorpe, Ga.
General Hospital No. 12, Biltmore, N.C.
General Hospital No. 6, Fort McPherson, Ga.
General Hospital No. 18, Waynesville, Ga.

Southwestern Division

Artillery Training Camp, Fort Sill, Okla.
Camp Bowie, Fort Worth, Tex.
Brownsville, Isabel Point, Tex.
Call Field, Wichita Falls, Tex.
Camp Sourry, Corpus Christi, Tex.
Fort Bliss and Adjacent Camps, El Paso, Tex.
Camp Funston, Fort Riley, Kans.
Galveston, Tex.
Jefferson Barracks, Mo.
Camp Kansas City, Mo.
Camp Leavenworth, Kans.
Fort McIntosh, Laredo, Tex.
Camp Logan, Houston, Tex.
Love Field, Camp Dick, Dallas, Tex.
McAllen and Adjacent Camps, Tex.
Camp McArthur, Waco, Tex.; Rich Field.
Marfa, Tex.
Camp Pike, Little Rock, Ark.
Military Camp at San Antonio and Environments.
Camp Travis, Kelly Field and Brooks Field, Tex.
Scott Field, Belleville, Ill.
General Hospital No. 15, Corpus Christi, Tex.
General Hospital No. 33, Fort Logan, Tex.

FOURTEENTH DIVISION

Canal Zone.
Hawaii (Forts Shafer and Schofield).
Vladivostok, Siberia.
West Indies.
Haiti, Cuba.
Virgin Islands and Porto Rico.]

(Index under "Field Director" and "Military Relief"; add heading to Table of Contents.)

Chapter IV

Soldiers' and Sailors' Civil Relief Act

300. *Purpose of the Act.* The Soldiers' and Sailors' Civil Relief Act, the text of which will be found in paragraph 606 in the Appendix, was passed to protect men in the military service of the United States from injury or prejudice to their rights resulting from such service, so that they might devote their entire energies to the military needs of the nation, in this way hastening the successful termination of the war.

301. *Stay May be Granted.* In general this protection is afforded by providing for temporary suspension of legal proceedings which might prejudice the rights of these men during their absence in military service. Any stay granted under the Act may be for the period of military service and three months thereafter (but see pars. 305, 315) or any part of such period and subject to such terms as the court may think just.

302. *Definitions.* The term 'persons in military service' as used in this Act applies not only to the members of the military and naval establishments of the United States, ordinarily described by the terms 'soldiers,' 'sailors,' and 'marines,' but also to members of the Coast Guard, officers of the Public Health Service detailed to the Army or Navy, members of the Lighthouse Service and Coast and Geodetic Survey who have been transferred to the War Department and Navy Department, members of the Nurse Corps, Army Field Clerks, Field Clerks of the Quartermaster Corps, and civilian employees on duty with military forces. For a complete list see section 101 of the Act.

The term 'military service' used in the Act signifies active service in the Army or Navy, which includes the period during which such persons are absent from duty on account of wounds, sickness, leave or other lawful causes.

The term 'period of military service' as used in this Act includes the time between the following dates: For persons in active service at the date of the approval of the Act (March 8, 1918) it begins with the date of approval of the Act; for persons entering active service after the date of the Act, with the date of entering active service. Such period terminates with the date of discharge from active service, or death

while in active service, but in no case later than the date when the Act ceases to be in force. Generally speaking, the Act is to remain in force until the termination of the war and until six months thereafter. (See sec. 603 of the Act.)

303. *Certificate of Service.* Upon application, it is the duty of the Adjutant General of the Army, or of the Chief of the Bureau of Navigation of the Navy Department, or of the Major General Commandant of the United States Marine Corps to furnish a certificate with regard to any man in the Army, Navy or Marine Corps, respectively, which shall in any proceeding under this Act be *prima facie* evidence as to any of the following facts stated in such certificate: "That a person named has not been, or is, or has been, in military service; the time when and place where such person entered military service; his residence at that time, and the rank, branch, and unit of such service that he entered; the dates within which he was in military service; the monthly pay received by such person at the date of issuing the certificate, and the time when and place where such person died in, or was discharged from, such service."

304. *Attorneys Appointed by the Court.* No attorney appointed by the court under this Act to protect a person in military service has power to waive any right of the person for whom he is appointed or to bind him by his acts.

305. *Protection against Eviction.* The protection against eviction contained in the Act applies only in respect of premises for which the agreed rent does not exceed $50 a month, occupied chiefly for dwelling purposes by the wife, children, or other dependents of a person in military service. With regard to such property, no eviction or distress shall be made during the period of military service except upon leave of court. The court may in its discretion, and must upon application, stay any proceeding affecting the right of possession unless in the opinion of the court the ability of the tenant to pay the agreed rent is not materially affected by reason of the man's being in military service. *This stay may not be for more than three months.*

The Act empowers the Secretary of War or the Secretary of the Navy to prescribe regulations requiring a person in military service to allot a reasonable proportion of his pay to discharge the rent of premises occupied for dwelling purposes by his wife, children or other dependents. No such regulations have been prescribed. A person in military service *may* make such an allotment but cannot be compelled to, until such regulations are prescribed.

It is a misdemeanor to knowingly take part in any eviction or distress otherwise than as above provided. If anyone attempts, contrary to this Act, to evict a family of a soldier or sailor, a member of the family should call a police officer, and, if necessary, demand such person's arrest as a misdemeanant.

306. *Property Purchased on the Installment Plan.* Where property has been so purchased, or leased with a view to purchase, and an installment on the purchase price has been paid before the entrance of the purchaser into military service, the seller shall not exercise any right or option under the contract to rescind or terminate the contract or resume possession of the property, for non-payment of installments falling due during the period of military service of the purchaser, except by court action. If in the opinion of the court the ability of the purchaser to comply with the terms of the contract is materially affected by reason of his being in military service, the court may order a stay of proceedings, or a repayment of prior installments as a condition of resuming possession, or make such other disposition of the matter as seems just. Resumption of possession of property bought on the installment plan contrary to this Act is also a misdemeanor, and the suggestions contained in the last paragraph apply here.

307. *Protection against Foreclosure of Mortgage.* The provisions of the Act as to mortgages apply only to obligations originating prior to the date of the approval of this Act (March 8, 1918), and secured by mortgage or similar security upon real or personal property owned by a person in military service at the time he entered military service, and still owned by him.

In any proceeding commenced during the period of military service which proceeding arises out of any breach of the terms of such obligation as is above described occurring prior to or during the period of service, a court may on its own motion, and shall upon application to it by or on behalf of the person in the service, (*a*) stay the proceedings as provided in this Act, or (*b*) make such other disposition of the case as may be equitable to conserve the interests of all parties, unless it appear affirmatively that the ability of the defendant to comply with the terms of the obligation is not materially affected by reason of military service.

No sale under a power of sale or under judgment entered upon warrant of attorney to confess judgment contained in such obligation shall be valid if made during the period of military service or within three months thereafter, unless upon an order of sale previously

granted by a court and a return thereto made and approved by the court.

308. *Protection of Insurance.* The benefits of article IV of the Act dealing with insurance, apply to any person in military service who is the holder of certain policies of life insurance, including fraternal benefit memberships, and who himself applies for such benefits on a form prepared under the direction of the Secretary of the Treasury. The article provides that no policy which has not lapsed for non-payment of premiums before the commencement of military service by the insured, and which has been brought within the benefits of the article, shall lapse or be forfeited for non-payment of premiums during the period of such service or during one year after the expiration of the period, provided that in no case shall this prohibition extend for more than one year after the termination of the war. The importance of this article of the Act should be emphasized, and men should be urged to take advantage of it where they cannot conveniently keep up their insurance themselves.

309. Any person in military service who desires to apply for the benefits of this article should obtain from the insurance officer at his post or from his commanding officer, the application blank and instructions for filling out the same, issued by the Bureau of War Risk Insurance. Application blanks may also be obtained by application to the Insurance Section, Bureau of War Risk Insurance, Treasury Department, Washington, D. C., by relatives who wish to send them to men in the service, or relatives may write to the Bureau requesting that such blanks be sent directly by the Bureau to men in service. The Bureau prefers that the applications be completed under the direction of the insurance officer at the post where the applicant is stationed. If the applicant is in doubt as to whether his policy is one on which relief is obtainable under the Act, he should make application for the benefits of the Act, and the Bureau of War Risk Insurance will look up the matter for him and send written notice either of approval or rejection of the application. This suggestion applies to a man who is already in the service. As many insurance companies are waiving war clauses which are to be found in their policy contracts, it is advisable for a man who is about to enter the military service to communicate directly with his insurance company to find out the situation as to the policy which he holds. He will be told promptly whether in the opinion of the insurance company his contract could be brought under

the protection of the Act. The following is quoted from a pamphlet issued by the Bureau:

When Such Persons may Apply

The benefits of the Act are available only to persons in active military service, including the period during which such person is absent from duty on account of sickness, wounds, leave, or other lawful causes.

Persons on the retired list and reserves shall not be entitled to the benefits of the Act until ordered to active service.

The benefits of the Act are only available to persons in the service, from March 8, 1918 (the date of the approval of the Act), and to persons entering active service after that date, from such date of entry.

The benefits are only available during the period of military service as defined in the Act.

On what Policies will Relief be Granted?

Relief is extended only under such policies and certificates as come within the provisions of the Act, if the premiums on such policies are not in arrears for more than one year at the time of applying for such relief.

Relief is available under certain contracts of life insurance on the level premium or legal reserve plan and under certain benefits in the nature of life insurance, through membership in fraternal or beneficial associations or other form of association, corporation, or partnership providing life insurance on the life of an individual or individuals.

How to Apply for Relief

Relief must be applied for by the insured, and on duplicate forms provided.

The application must be sent to the life insurance company or fraternal society or other insurance organization. If, however, the insured is not certain of the insurance company or organization, or its proper address, he may send the application to the Insurance Section, Bureau of War Risk Insurance, Treasury Department, Washington, D. C., to be forwarded.

A copy of the application, on the form, 'Copy of application', must be sent to the Insurance Section, Bureau of War Risk Insurance, Treasury Department.

On what Policies may Relief be Obtained?

Relief under this Act is available only on policies which conform to all the following requirements:

The policies must have been issued and had at least one premium paid thereon prior to September 1, 1917.

The policies must be on the lives of persons in the military service of United States, as defined in section 101 of the Act.

The policies must have been issued either by insurance companies or associations which are required by law to maintain a reserve, or by insurance companies or associations which, if not so required, have made or shall make provision for the collection from all their insured of a premium to cover the special war risk of those insured persons who are in military service.

Policies in force under their terms up to but not exceeding a total face value of $5,000, irrespective of the number of policies on a single life, whether in one or more companies.

On what Policies will Relief be Unobtainable?

Policies which are void, or which may at the option of the insurer be voidable, if the insured is in military service, either in this country or abroad.

Policies which, as a result of the insured being in military service, either in this country or abroad, provide for the payment of any sum less than the face thereof or for the payment of an additional amount as premium.

Policies on which premiums are due and unpaid for a period of more than one year at the time of making application for relief.

Policies on which there is outstanding a policy loan or other indebtedness equal to or greater than 50 per cent of the *cash surrender value* of the policy.

Additional Provisions of the Act

When one or more applications are made under the Act by any one person in military service in respect of insurance exceeding a total face value of $5,000, whether on one or more policies or in one or more companies, and the insured shall not in his application indicate an order of preference, the Bureau of War Risk Insurance, Treasury Department, shall reject such policies as have the inferior cash surrender value, so as to reduce the total benefits conferred within the face value of $5,000. If necessary to secure exactly $5,000, the Bureau may have the policies divided.

Before any loan or settlement can be made on any policy receiving relief under the Act, the written consent of the Bureau of War Risk Insurance, Treasury Department, must be obtained.

In the event of the death of the person insured, while receiving the benefits under this Act, the amount of the premiums advanced by the Government, with interest, shall be deducted from the proceeds of the policy.

If the insured does not, within one year after the termination of his period of military service, or within one year after the termination of the war, pay to the insurance company or organization all past-due premiums, with interest thereon from their several due dates at the rate provided in the policy for policy loans, the policy shall, at the end of such year, immediately lapse and become void, and the insurance company or organization shall thereupon become liable to pay the cash surrender value thereof, if any; *Provided*, That if the insured is in the military service at the termination of the war such lapse shall occur and surrender value be payable at the expiration of one year after the termination of the war.

310. *Judgment by Default Threatened.* Where in any legal proceeding, the defendant fails to make an appearance, the plaintiff must file an affidavit either that the defendant is or is not in military service, or that the plaintiff is not able to determine this fact. Unless an affidavit is filed that the defendant is not in military service, judgment will not be entered without first securing a special order from the court directing such entry, and if the defendant is in military service, no judgment may be entered against him until the court shall have

appointed an attorney to protect his interests. The court may require the plaintiff to file a bond to indemnify the defendant, if in military service, against any loss he may suffer by reason of the judgment, if the judgment shall thereafter be set aside. Any interested party may notify the court in which the action is pending that the defendant is a soldier or sailor, and any person acting on behalf of the man in service may obtain the certificate described above in paragraph 302.

311. *A Person in Military Service as Plaintiff or Defendant in Any Proceeding.* If a person in military service is a party, plaintiff or defendant, in any action or proceeding, and if such party does not appear or is not represented by an authorized attorney, the court may appoint an attorney to represent him, and a bond similar to that above described may be required. Where an action by or against a person in military service is pending, the question to be determined is whether 'the ability of the defendant to conduct his defense, or of the plaintiff to prosecute the action' is materially affected by reason of his military service. Unless this inquiry is determined negatively, the court may on its own motion, and shall on application by or on behalf of the person in the service, stay the proceedings. If the party in service is the defendant, the court under such circumstances may on its own motion, or shall upon application made by or on behalf of the person in the service, stay the execution of any judgment entered, or vacate or stay any attachment or garnishment.

312. *When Judgment by Default has been Rendered.* If such judgment was rendered against a person while in military service or within thirty days thereafter, and it appears to the court that he was prejudiced by reason of military service in making his defense, and that he has a meritorious or legal defense to the action, the court may open the judgment upon application within ninety days after the termination of such service. However, vacating, setting aside, or reversing any judgment because of the provisions of this Act does not impair any right or title acquired by any *bona fide* purchaser under such judgment.

313. *Periods of Limitation.* It is provided that the period of military service shall not be included in computing any period now or hereafter to be limited by a law for the bringing of action by or against a person in military service or by or against his heirs, executors, administrators, or assigns, whether the cause of such action accrued prior to or during the period of service.

314. *Fine or Penalty Incurred for Non-performance of an Obligation.* If a person by reason of failure to perform any obligation incurs a fine

or penalty, and it appears that he was in military service when the penalty was incurred, and that by reason of such service his ability to pay or perform was materially impaired, the court may on such terms as may be just relieve against the enforcement of such a fine or penalty. If an action for compliance with the terms of a contract is stayed pursuant to this Act, no fine or penalty shall accrue as a result of such stay.

315. *Protection against Sale for Taxes and Assessments.* The provisions with regard to taxes and assessments apply when such taxes and assessments falling due during the period of military service, in respect of property owned and occupied for dwelling or business purposes by the person in military service or his dependents at the commencement of his period of military service, and still occupied by his dependents or employees, are not paid. Unless it appears that the ability to pay such taxes or assessments is not materially affected by reason of such military service, someone on behalf of the man in service may file with the officer whose duty it is to collect such taxes or assessments, an affidavit by the soldier or sailor, or by anyone on his behalf, showing (*a*) that the tax or assessment has been assessed upon property which is the subject of this paragraph, (*b*) that such tax or assessment is unpaid, and (*c*) that by reason of such military service the ability of such person to pay such tax or assessment is materially affected. Under such circumstances, no sale of such property can be made to enforce the collection of taxes or assessments, except upon leave of court. The court may stay proceedings for such collection until *six months* after the termination of the war. If the court permits such sale and the time allowed by the local statutes for redemption in such case has expired, the soldier or sailor may, nevertheless, redeem such property at any time within six months after the termination of the war. The Act provides that interest at six per cent shall accrue upon such unpaid taxes or assessments, but that no other penalty shall be incurred by reason of such non-payment.

316. *Protection of Homestead, Mining or Other Claims on Public Lands.* If a soldier or sailor has started a homestead, mining or other claim upon public lands prior to military service, the Act provides that no such claim shall be forfeited or prejudiced by reason of his absence from the land during the period of military service, or of his failure to do any act required by law to perfect such claim. The Act, however, does not prohibit him from taking any action during the term of military service for the perfection of such claim, and provides

that any affidavit or other proof required by the law in connection with the perfection of such a claim initiated prior to militarv service may be taken before his commanding officer with the same legal effect as if taken before the Register of the United States Land Office.

317. *Effect of Report that a Man is Missing.* In case of a report that a man in military service is missing, he shall be presumed to continue in service until accounted for, so that a period limited in this Act, which begins or ends with the death of such person, shall not begin or end until his death is in fact reported to or found by the Department of War or Navy or a court of competent jurisdiction. But this provision shall not extend a period limited by the Act which begins or ends with the death of such person beyond a period of six months after the termination of the war.

Chapter V
[After-Care of Discharged Men

325. *After-Care of Discharged Men.* The Bureau of After-Care has been established in the Department of Civilian Relief to help meet the individual and social problems created by the return of sick and wounded soldiers. No matter, however, what degree of success may attend the skill of the surgeon, many a crippled man when discharged and returned as a civilian to his home will need the sympathetic attention and care of the Red Cross. This work for the former soldier, now a civilian, should be done when needed by the Home Service Section.

326. For a full statement of the work of the Bureau of After-Care, see A.R.C. 210. With regard to compensation see paragraphs 144 to 172 of the Handbook.

327. *Hospital Care for Discharged Disabled Soldiers.* The Surgeon-General of the Army has issued the following statement, which was published in the Official Bulletin on March 4, 1919:

"The Medical Department of the Army has been advised by the Bureau of War Risk Insurance that any soldier who has been honorably discharged since October 6, 1917, for disability incurred in line of duty and whose present condition is a reactivation of that disability or is consequent upon it, is entitled to hospital or sanatorium care under the provision of the War Risk Insurance Act.

"If the case is one of emergency, the Chief Medical Advisor of the War Risk Bureau should be informed by telegraph, giving the name, rank, and organizations, and character of the disability, with suggestions for treatment needed. The nearest representative of the United States Public Health Service may also be notified as these officials are authorized to take action in such cases. If there be no such official in the vicinity, arrangements may be made with local physicians or institutions to take temporary charge of the case. When the case applying for hospital treatment is not one of emergency, the information called for above should be furnished the Chief Medical Advisor of the War Risk Insurance Bureau by letter.

"Army hospitals have been placed at the disposal of the War Risk Bureau for treatment of discharged soldiers entitled to such attention under the terms of the War Risk Act. Such patients will be treated in Army hospitals at the expense of the War Risk Bureau on a per diem basis covering the cost of subsistence plus ten cents plus twenty-five cents.

"The Surgeon-General of the Army has directed commanding officers of hospitals to admit soldiers on the official request of authorized representatives of the War Risk Bureau on the basis as above stated."]

328. *Reimbursement of Home Service Sections.* The Bureau of War Risk Insurance will be responsible for reasonable expenses for the care of discharged disabled men pending the decision upon their claims for compensation, provided, however, that such claims are eventually allowed. The Chief Medical Advisor has informed the Red Cross that such expenses will be reimbursed at a rate not to exceed $17.50 per week, if care is provided in private sanitaria. He recommends, however, that so far as possible, treatment should be arranged for in general wards of hospitals. Although the Bureau will make reimbursement for funds spent on these cases, it is not advisable for the Red Cross to present to the Bureau of War Risk Insurance bills for expenses incurred, but arrangements should be made with hospitals and other agencies to present their bills directly to the Bureau, the Red Cross agreeing to pay such bills in case they are refused by the Bureau on the ground that claim for compensation has later been denied. The Bureau desires the names of discharged men suffering from disability who have been under the care of Home Service Sections, in order to have them definitely located and placed under care as soon as such transfer can be made.

If the Home Service Section finds it necessary to pay any such bills, it will doubtless be able to arrange with hospitals or other agencies to make claim in their own name, and reimburse the Home Service Section.

329. *Artificial Limbs.* Home Service Sections should not undertake to procure artificial limbs for disabled soldiers. This is a duty and responsibility of the Government under the War Risk Insurance law as stated in paragraph 159 above. Men who have lost legs or arms are fitted with temporary artificial limbs in an Army hospital. Upon their discharge from the hospital, permanently disabled patients may retain any such appliances then in use which are necessary to their comfort and safety. The needs of the men are thus provided for until permanent artificial limbs can be provided by the Bureau of War Risk Insurance. On his discharge from the service, the man filing his application for compensation, comes under the jurisdiction of the Medical Section of the War Risk Insurance Bureau, and is referred to the nearest U.S. Marine Hospital, where he receives the free advice of a consulting orthopedic surgeon. The Bureau has a list of approved manufacturers of artificial limbs, and it gives to each applicant the names of those in his vicinity. The man proceeds to select a dealer

and to exercise his own choice of a limb, which is fitted under the advice and direction of the orthopedic surgeon representing the Government.

330. *Army Policy In Regard to Discharge of Disabled Soldiers.* The conditions under which disabled soldiers may be discharged was made the subject of a circular letter issued by the Surgeon-General of the Army and published in The Official Bulletin of January 29, 1919, as follows:

"It is the policy of the War Department to retain, so far as practicable under military control, for the purpose of medical and surgical treatment (a) officers and soldiers suffering from acute diseases or acute exacerbations of chronic diseases or unhealed lesions; (b) officers and soldiers suffering from communicable diseases or who are 'carriers,' whose discharge would be a danger to the civil community; (c) officers and soldiers suffering from disabilities incurred in the line of duty which are correctible within their terms of service or enlistment; (d) officers and soldiers suffering from chronic or permanent disabilities incurred in the line of duty, which are susceptible of improvement by measures for mental or physical reconstruction designed to fit them for return to their homes, for the resumption of their former vocations, or, with their consent, for the industrial opportunities or the training courses provided by the Federal Board for Vocational Education.

"In the accomplishment of this policy, it is the intention to restore officers and soldiers, who are held in service as provided above, to health and function as fully as possible, considering the nature of their disabilities, the limitations of the military service, and the other provisions which the Government has made for the care of the permanently disabled.

"It is not the department's purpose, therefore, to retain disabled officers and soldiers under treatment indefinitely, thus exposing them to the danger of hospitalization, but rather only so long as is necessary to complete that degree of physical restoration indicated in the preceding paragraphs. Such measure of restoration having been taken, discharge for disability should be recommended promptly in the cases of permanently incapacitated drafted or enlisted men.

"In applying the foregoing rules, the following special rules will ordinarily be observed:

"(*a*) Cases of tuberculosis should be kept under treatment in military hospitals until the disease is arrested, or until it is ascertained that they are progressive in type or incurable.

"(*b*) Cases of organic heart disease and manifest chronic nephritis should be recommended for discharge.

"(*c*) Cases of general paresis or of insanity complicated by epilepsy (insane epileptics) should be sent to St. Elizabeth's or disposed of as otherwise provided in Army Regulations.

"(*d*) Other insane who present particularly dangerous tendencies, or in whom all the clinical evidence points to incurable conditions, should be likewise disposed of.

"(*e*) Soldiers showing symptoms of insanity whose cases are not included in paragraphs (*c*) and (*d*) should be retained in military hospitals under observation

and treatment for a period not exceeding four months. If at the end of four months the symptoms continue, like disposition will be made of these cases also.

"(*f*) All cases of epilepsy not covered in (*c*) will be recommended for discharge on certificate of disability.

"(*g*) Drug addicts will be promptly recommended for discharge.

"(*h*) The blind or nearly blind should be retained until they are functionally able to care for themselves and are otherwise physically fit for discharge.

"(*i*) The deaf or nearly deaf may be retained until they have learned lip reading and are otherwise physically fit for discharge.

"(*j*) Cases of amputation of the leg or arm, or both, should be retained in hospital until the stumps have healed, suitable provisional artificial limbs provided, and reasonable proficiency in the use of such limbs acquired.

"(*k*) Soldiers suffering from surgical disabilities incurred in the line of duty which are correctible in whole or in part, within their terms of service should, if consented to by the soldier, be retained for the necessary corrective measures. If the corrective measures are contra-indicated within a reasonable period, discharge will ordinarily be recommended. Cases of disability not incurred in the line of duty, which may be corrected by proper treatment, may be retained for correction or be recommended for discharge as deemed most appropriate."

331. *Military Hospitals to Notify Relatives of Soldiers' Admission, Transfer or Discharge.* In accordance with Circular Letter No. 47, Office of the Surgeon-General, dated January 23, 1919, the next of kin of a sick or wounded soldier admitted to a military hospital in the United States will be advised of his admission to that hospital, and his condition at the time of admission. This applies to all cases arriving from overseas, whether sick or wounded. If transferred to another institution, the fact of such transfer will be reported to the next of kin, and the new hospital receiving the case will also send a card giving notice of arrival and admission at the institution. Notice will also be given of final discharge from the hospital.

332. *Transportation of Bodies of Disabled Persons Dying in Hospitals.* On March 6, 1919, the following regulation was issued by the Bureau of War Risk Insurance:

When a disabled person to whom compensation is payable under the provisions of Article III of the War Risk Insurance Act, is sent by the direction of the Bureau to a hospital or sanatorium for treatment, as provided in paragraph 3 of Section 302 of said Act, and dies in said hospital or sanatorium, the reasonable and necessary expense of transporting the body of the deceased person to his former home may be paid by the Bureau; but only when the return of the body to the former home of the deceased is requested by a person entitled to the custody of the body for the purposes of interment. The amount so payable shall include the usual charges for transportation of the body and any additional expense that may be incurred in order to conform to the regulations of the carrier, and the health laws of the state where death occurred, or of the states through which the body will pass, in respect to the preparation of the

body for transportation and the character of the container of the body. If, under the regulations of the carrier or under the health laws, an attendant must accompany the body, the necessary and reasonable expenses of such attendant, in going to and returning from the former home of the deceased, may be included.

333. *Medical Service to Discharged Sick and Disabled Soldiers, Sailors and Marines by the U.S. Public Health Service.* On March 20, 1919, the U.S. Public Health Service, in its Circular 159, issued the following instructions to the Commanding Officers of all hospitals and stations operated by that Service:

In accordance with Public Act 326, approved March 3, 1919, entited "An Act to Authorize the Secretary of the Treasury to Provide Hospital and Sanatorium Facilities for Discharged Sick and Disabled Soldiers, Sailors and Marines," you are directed to admit to any relief station of the Public Health Service any discharged sick or disabled soldier, sailor or marine, Army or Navy nurse (male or female), provided that the disability for which he seeks treatment, is due to illness or injury incurred previous to discharge from the military forces.

When a reasonable doubt exists whether the disability or injury occurred before discharge, the applicant should be placed under treatment and a statement of the case submitted direct to the Chief Medical Advisor, Bureau of War Risk Insurance, for decision as to his eligibility.

The applicant must present evidence of illness or disability at the time of his separation from the service, either by official discharge, or his hospital record. When this evidence cannot be had immediately, and the seriousness of the applicant's condition does not warrant delay, he may be admitted and his papers secured as early as possible. If the applicant has a certificate of discharge without statement of any disabilities, the Officer in Charge may consider whether the disability for which he claims treatment is due to a reactivation of a condition for which he had previously received treatment while in the military service, or if the present disability can be reasonably connected with a former injury or disease incurred in the military service.

All persons discharged from the military forces applying for medical relief under this Act shall, when able, and unless they have previously done so, fill out Form No. 526. The Medical Officer shall fill out Form No. 504, both forms being forwarded promptly to the Chief Medical Officer, Bureau of War Risk Insurance.

In accordance with this procedure, Home Service Sections should refer promptly all cases of returned soldiers and sailors in need of medical service to Public Health Service Officers. A list of stations or hospitals of the Service will be kept by Division Directors of Civilian Relief.

350. *Co-operation with Federal Board for Vocational Education.* The Department of Civilian Relief has entered into an arrangement with the Federal Board for Vocational Education providing for the closest co-operation. The Red Cross, as a recognized auxiliary of the Government, desires to aid and supplement the work of the Federal Board in every possible way, and in no event intends, without request, to participate in or duplicate the work for which this Governmental agency is primarily responsible. The Red Cross will also assist the Federal Board by giving soldiers and sailors and their families information as to necessary procedure to secure compensation and re-training, and as to the manner of establishing contact with the proper agents of the Federal Board. The Federal Board, on its part, welcomes the service of the Home Service Sections of the Red Cross in the care and oversight of families of men who are entitled to the services of the Federal Board for Vocational Education, under the Vocational Rehabilitation Act, and the care of socially dependent soldiers and sailors discharged from the Army or Navy for whom the Bureau of War Risk Insurance cannot make provision.

351. *Special Funds for Assistance of Disabled Men Under Care of Federal Board for Vocational Education.* The Benevolent and Protective Order of Elks has made available several appropriations aggregating $150,000 for the assistance of disabled soldiers and sailors, in co-operation with the Federal Board for Vocational Education. Provision has been made for a loan fund to cover the equivalent of Government allowances to discharged disabled men who have been declared eligible for vocational training, such loans to be made through the headquarters office of the Federal Board pending the award and actual payment of compensation by the Bureau of War Risk Insurance.

By action of the Executive Committee of the American Red Cross, funds have also been set aside for the use of Division Directors of Civilian Relief in making loans to disabled men upon the recommendation of the District Vocational Officer of the Federal Board. These funds are administered by the Division Director or his agent, chiefly for the assistance of men who are undergoing investigation or training in a city other than that of their residence, and who for this or other reasons cannot easily be referred to the appropriate local Chapter of the Red Cross.

The general plan and purpose of the Elks' offer of co-operation is set forth in a printed circular issued by the Grand Exalted Ruler of that Order, copies of which are being sent in quantity to each Division Director of Civilian Relief for his information and for distribution to such Home Service Sections as may have need of them. The Red Cross has been consulted by the Federal Board for Vocational Education in connection with the agreement with the Elks, and safeguards have been inserted against duplication of the local work of Home Service Sections on behalf of disabled soldiers and sailors.

An understanding has been reached which should co-ordinate the use of the Elks fund with that of the Red Cross fund above referred to. The availability of the Elks or other similar funds will relieve Division and Chapter offices of the entire burden of loans to men who have been declared eligible for training, at least insofar as the amount of Government allowance (temporarily supplied by the Elks fund) is sufficient to meet the needs of these men. Doubtless emergencies will arise in which the Red Cross may still be expected to meet financial needs. If, however, a man who has been declared by the Federal Board to be eligible for vocational training, applies to a Chapter office for financial assistance, the Home Service Section, in determining its own procedure, should first ascertain whether he has been made a beneficiary of the Elks fund, which is made available in any given case by the Central office of the Federal Board at Washington when the papers are forwarded by the District Vocational Officer. In case the man is not aware of this or similar source of special aid available through the Federal Board, he should be referred to his vocational counsellor at the school or shop where he is being placed for training, or to some other representative of the Federal Board for Vocational Education.

352. *Support and Training for Non-Compensable Cases by Federal Board for Vocational Education.* The Federal Board for Vocational Education announces that the Elks fund is now available to disabled commissioned officers as well as to enlisted men and non-commissioned officers, who were not eligible for compensation and, therefore, do not come under the Vocational Rehabilitation Act. Such commissioned officers will in no case receive more than $75.00 while taking training, in case they are single and without dependents. If they have dependents, the same schedule will apply as now exists for enlisted men.

The procedure for administering this fund is outlined in C.L.C. 17 issued by the Federal Board under date of March 4, 1919, to all District Vocational Officers. Following are extracts from this circular:

Where the Bureau, after ruling a case to be prima facie compensable in order to hasten training, may afterwards rule it in some instances to be non-compensable, all payments to the man by Bureau or Board are legal up to the date of such a ruling. After that date, the man will be continued in training, at the expense of the Elks fund, for at least the rest of the maximum period of one year or shorter period guaranteed originally by the Board, and decision as to continuance of such training beyond this period will be made by the Director acting for the Elks Commission, after consideration of the work and conduct of the man. The amount payable from the Elks fund to the man will be exactly the same as the total amounts previously received by him and his dependents from Bureau and Board.

Where a District Officer finds worthy cases of men who as citizens of the United States became disabled in the service of any of our Allies, he should have made out Survey Form 502–3, the physician's report, supporting affidavit as to the dependents, proof of honorable discharge for disability, and an application of the man for training. Any man shall for this purpose be deemed a citizen who, before going to war, had taken out his first papers for citizenship. The case should be put through the District Case Board as in all other cases, and the recommendation of the Case Board and District Officer made in the usual way. When all the above steps have been taken, and not before, all the papers in the case are to be sent to the Director for his approval. When notice of his approval is received by the District Officer he should make sight draft on Elks fund where money is needed in placing the man in training, the same as with regular cases of the Board, stating the purpose to be "support." As this is no loan but support, all subsequent checks from the Elks fund will be sent by the Director to the District Officer and distributed by him to the man through the school like all the regular checks.

353. *Placement of Disabled Soldiers, Sailors and Marines.* Home Service Sections should not undertake to place disabled soldiers, sailors and marines in positions, except with the knowledge and approval of the duly qualified representatives of the Federal Board for Vocational Education, which is required by law to assume this responsibility.

The same kind of information is required by the Federal Board for the placement of disabled soldiers as is required for their training. In every case, therefore, the man should be referred to the proper representative of the Federal Board, and the Home Service Section will render the best service by reporting all facts which will be useful to that Board in dealing with the man. Accordingly when disabled soldiers, sailors, or marines call at the local Red Cross office, inquiries should be made of them to discover whether they are employed or not. If employed, the name of the employer, the nature of the occupation, the wages and hours per week should be reported to the Federal Board, and whether he is employed or not, the name and address of the man himself should be reported.

Home Service Sections upon request of the Federal Board should investigate and report home conditions of soldiers, sailors and marines who are registered for placement and training. Likewise upon special request, Home Service Sections should investigate and report upon the progress of disabled soldiers, sailors and marines who are employed.

Data regarding employment opportunities coming to the attention of Home Service Sections should be furnished from time to time to the Federal Board in order to assist officials in charge of placement work and thereby promote the best interests of the disabled men themselves.

354. *Educational Opportunities for Returning Soldiers.* Home Service Sections should be prepared to give information to able-bodied soldiers who desire to take up or resume studies at colleges or other institutions of higher education. Anticipating the demand for such information, the Federal Bureau of Education has issued "Higher Education Circular No. 12" entitled "Opportunities at College for Returning Soldiers." Copies of these circulars have been supplied to Division Directors of Civilian Relief and to Associate Field Directors in charge of Home Service. Home Service information offices should obtain this circular either by writing to the Division Director of Civilian Relief or directly to the Bureau of Education, Department of the Interior, Washington, D.C.

In connection with the use of this circular the United States Commissioner of Education, Dr. P. P. Claxton, has addressed the following statement to the advisors of soldiers awaiting discharge:

The information contained in this circular is primarily directed to young men who have had preliminary education enough to meet college entrance requirements.

There are many other men now awaiting discharge who are not regularly or formally prepared for college but who are undoubtedly of exceptional intelligence and who now, as the result of their army contacts, aspire to a more advanced training. The Bureau of Education has suggested to all colleges and universities that they consider the admission as "war specials" of such of these men as give evidence of being able to pursue a part or all of a college course. It has suggested that each college desiring to admit these irregularly prepared candidates who have been in the military service should designate a special officer (or, in the larger universities, a committee) to test applicants and to examine their credentials. It proposes that the scheme of admission should include the following:

(*a*) A personal interview of every candidate by the officer (or one of the members of the committee) the purpose of which will be to determine the character of the applicant's schooling and experience and his general qualifications for the college work he wishes to undertake.

(*b*) An intelligence test.

(c) In the case of candidates desiring to enter courses of study which by their professional nature require advanced and technical preparation, the giving of such examinations as will satisfy the institutional officers of the applicant's fitness to pursue such courses.

A considerable number of institutions have signified their readiness to admit students on the suggested basis, or on some modification of it. The Bureau of Education believes that the advisers of soldiers awaiting discharge should be prepared to inform them of these truly exceptional opportunities. A man who in ordinary times would not be admitted to a reputable college because of defective preparation now has a chance to pursue a college course, provided he can demonstrate his capacity. Following is a list of the institutions which agree to admit returning soldiers in this manner as "war specials":

University of Alabama, University, Ala.
University of Arizona, Tucson, Ariz.
University of Arkansas, Fayetteville, Ark.
Pomona College, Claremont, Cal.
College of the Pacific, San Jose, Cal.
Leland Stanford Junior University, Stanford University, Cal.
University of Colorado, Boulder, Col.
Colorado Agricultural College, Fort Collins, Col. (Will admit on suggested basis to courses in science, agriculture, and engineering, and to courses in veterinary medicine under limit fixed by the U.S. Bureau of Animal Industry.)
Trinity College, Hartford, Conn.
Rollins College, Winter Park, Fla.
University of Georgia, Athens, Ga.
Georgia School of Technology, Atlanta, Ga.
Carthage College, Carthage, Ill.
Saint Ignatius College, Loyola University, Chicago, Ill.
Eureka College, Eureka, Ill.
Illinois College, Jacksonville, Ill.
North-Western College, Naperville, Ill.
Bradley-Polytechnic Institute, Peoria, Ill.
University of Illinois, Urbana, Ill. (Probably.)
James Millikin University, Decatur, Ill.
Indiana University, Bloomington, Ind.
Hanover College, Hanover, Ind.
Iowa State College of Agriculture and Mechanic Arts, Ames, Iowa.
Cornell College, Mount Vernon, Iowa.
Morningside College, Sioux City, Iowa.
Ottawa University, Ottawa, Kans.
Cooper College, Sterling, Kans.
Centre College, Danville, Ky.
Georgetown College, Georgetown, Ky.
Louisiana State University, Baton Rouge, La.
Tulane University of Louisiana, New Orleans, La. (With certain limitations.)
Louisiana College, Pineville, La.
Johns Hopkins University, Baltimore, Md.
Tufts College, Tufts College, Mass.
Worcester Polytechnic Institute, Worcester, Mass.
Meridian College, Meridian, Miss.
Park College, Parksville, Mo.
Drury College, Springfield, Mo.
University of Montana, Missoula, Mont.
University of Nevada, Reno, Nev.
University of New Mexico, Albuquerque, N.M.
New Mexico College of Agriculture and Mechanic Arts, State College, N.M.
Alfred College, Alfred, N.Y.
Columbia University, New York, N.Y.
Rensselaer Polytechnic Institute, Troy, N.Y.
Elon College, Elon College, N.C.
Shaw University (colored), Raleigh, N.C.
Municipal University of Akron, Ohio.
Ashland College, Ashland, Ohio.
Baldwin-Wallace College, Berea, Ohio.
Cedarville College, Cedarville, Ohio.
Case School of Applied Science, Cleveland, Ohio. (Must have equivalent to four-year high school course.)
Defiance College, Defiance, Ohio.
Marietta College, Marietta, Ohio.
Muhlenberg College, Allentown, Pa.
Lincoln University (colored), Lincoln University, Pa.
Temple University, Philadelphia, Pa.
University of Pennsylvania, Philadelphia, Pa.
Carnegie Institute of Technology, Pittsburgh, Pa.
Lehigh University, South Bethlehem, Pa.
Pennsylvania State College, State College, Pa.
University of South Dakota, Vermillion, S.D.
Yankton College, Yankton, S.D.
Lincoln Memorial University, Harrogate, Tenn.
Marysville College, Marysville, Tenn.
Tusculum College, Tusculum, Tenn.
Agricultural College of Utah, Logan, Utah.
University of Vermont, Burlington, Vt.
Norwich University, Northfield, Vt.
Emory and Henry College, Emory, Va.
University of Washington, Seattle, Wash.
College of Puget Sound, Tacoma, Wash.
West Virginia Wesleyan College, Buckhannon, W.Va.
Lawrence College, Appleton, Wis.
University of Wisconsin, Madison, Wis.
Ripon College, Ripon, Wis.
University of Wyoming, Laramie, Wyo.

Entire page new, May 19. 1919.

355. *Publications of Federal Board for Vocational Education.* In carrying out the agreement of co-operation with the Federal Board, Home Service Sections should obtain and distribute freely the pamphlets and circulars published by the Federal Board for the purpose of instructing the discharged disabled soldier and sailor and his family regarding the provisions made by the Government for their welfare. The Federal Board not only issues circulars of its own but is co-operating with the Surgeon-General of the Army and the Bureau of War Risk Insurance in the joint publication of another series of pamphlets which include authoritative statements of what each of these departments does for the disabled man. Application for these publications should be made to the Division Director of Civilian Relief who will obtain them from the corresponding District Vocational Officer or from Washington. Following is a list of the circulars of the Federal Board which will be most useful to Home Service Sections:

Vocational Rehabilitation, Series No. 1;

Monograph No. 1, "To the Disabled Soldier and Sailor in the Hospital."

Monograph No. 2, "To the Soldier Returning to Civil Life."

Monograph No. 3, "What the Employers of America can do for the Disabled Soldiers and Sailors."

Monograph No. 4, "The Nation's Workers and the Disabled Soldiers and Sailors."

Leaflet No. 1, "What Every Disabled Soldier and Sailor Should Know."

Leaflet No. 2, "Hey There, Buddy!"

Leaflet No. 3, "What You Can Do for the Disabled Soldier."

Leaflet No. 4, "Overseas and Back."

Leaflet No. 5, "To the Sisters, Sweethearts, Wives and Mothers of the Disabled Soldiers."

Leaflet No. 6, "President Wilson's Message on Healing the Hurts of Our Wounded."

Leaflet No. 7, "To the Disabled Officer."

Leaflet No. 8, "Pessimists Called Out." (Tuberculosis.)

Rehabilitation Joint Series No. 2;

Monograph No. 2, "To the Household of the Disabled Soldier and Sailor."

Entire page new, May 19, 1919.

360. *After-Care of Disabled Tuberculous Soldiers.* The care of men discharged from the Army on account of tuberculosis must be recognized as an obligation and an opportunity for Home Service Sections in co-operation with other local agencies. From the beginning of the war the Surgeon-General of the Army has been sending to the National Tuberculosis Association at its office in New York the names and addresses of men discharged from the Army on account of tuberculosis. The National Association, in turn, sends these names to the several State Boards of Health and to State Anti-Tuberculosis Associations in order that these agencies through their local branches may take the lead in assuring the necessary oversight and care of these men and their families. The National Tuberculosis Association has likewise been sending these names and addresses to Division Directors of Civilian Relief who in turn forward them to the appropriate Home Service Sections. The National Tuberculosis Association made this arrangement with the Red Cross on the following terms which have been accepted and should be carefully observed by Home Service Sections:

"It is, of course, understood that the Division Directors will instruct the Home Service Sections that the information given to them with reference to the names of men discharged from the military camps on account of tuberculosis is confidential. The Home Service Sections should also understand that it is the primary responsibility of the state and local tuberculosis associations to look after the medical and hospital care of these men. Whatever may be done by the Home Service Sections for their families should be done only after conference with the local tuberculosis and health authorities and as supplementary to their efforts. Unless the Home Service Sections clearly understand the confidential nature of the information given them and the necessity for such co-operation as is here outlined, there is grave danger that harm may be done by too much inspection or visiting of discharged men."

361. *Respective Functions of Boards of Health, Anti-Tuberculosis Societies and the Red Cross in Relation to Discharged Tuberculous Soldiers.* Carrying into effect the understanding described in paragraph 360, Home Service Sections should render service to such families of discharged tuberculous soldiers and sailors as need assistance, but in so doing they should seek the co-operation of the appropriate public health agency and the Anti-Tuberculosis Association, whenever both or either exist in the locality. The Department of Civilian Relief has

entered into an agreement with the National Tuberculosis Association as to the relative functions of the Red Cross and the public health and tuberculosis agencies. This agreement provides for the transmittal to Division Directors of Civilian Relief of lists of men discharged from various military camps on account of tuberculosis. It also suggests that the approach to families in individual cases should be in the following order: (1) The Board of Health; (2) The Anti-Tuberculosis Society; (3) The Red Cross.

362. *Investigation by Home Service Sections at the Request of Army Officers Previous to Discharge of Tuberculous Soldiers.* Circular No. 188, issued by the Surgeon-General of the Army on December 31, 1918, permits the discharge of disabled soldiers when such men either possess funds, or have relatives or friends who are in a position to afford the specialized care which may be required after discharge. Even in such cases, however, the disabled man may not be discharged until the responsible commanding officer has fully determined that continued care and treatment is assured, and the fact that such a man is being discharged under those conditions is to be noted on the report rendered in connection with the soldier's physical examination prior to discharge. This notation must include the names and addresses of the persons assuming responsibility for such continued care and treatment.

Under the provisions of this rule many disabled men, especially those suffering from tuberculosis, are applying for discharge and it is feared too often obtaining it on insufficient evidence. Obviously the way in which the rule is administered depends largely upon the particular commanding officer, and there is undoubtedly great pressure being brought to bear on many such officers to release disabled men against the best medical opinion as to the disabled man's needs.

It is a clear duty of Home Service Sections in individual cases and through general publicity to combat efforts for the premature and inadvisable discharge of disabled men from the Army hospitals. Officers commanding tuberculosis hospitals have been instructed to communicate in every such case to the family, describing fully the kind of treatment the soldier is receiving at the hands of the Government and the reasons why he should be allowed to remain until well. Copies of the letter of Col. Brooke, head of the Tuberculosis section of the Surgeon-General's office, which contain these instructions, have been distributed to Division offices and Home Service Sections, which should lose no opportunity of supporting the policy therein outlined.

Furthermore, the Surgeon-General's office believes that Circular No. 188 implies that an investigation should be made of cases in which there may be any doubt as to the creditability of the person or persons making affidavit, and as to whether the individuals who assume the obligation of the care and treatment of the soldier after his discharge fully understand the soldier's present condition, his diagnosis, the expense of treatment, etc. To enable commanding officers to arrive at a thorough understanding of these factors Colonel Brooke on April 3, 1919, sent a letter to such officers at each of the Army tuberculosis hospitals recommending that they investigate through the Home Service Sections of the Red Cross each application for the discharge of a soldier in which they are not certain that continued care and treatment is assured. Home Service Sections in conformity to a principle of Home Service work long since adopted, should, therefore, undertake to make prompt, accurate and adequate reports on any such requests from the commanding officers of Army hospitals. All such correspondence should be carried on in accordance with paragraph 278.

363. *Care of Tuberculous Soldiers in Private Houses.* The Bureau of War Risk Insurance will consider applications for the care of discharged tuberculous soldiers in private houses only in case there are no sanatorium facilities available. Such cases should be taken up individually in a letter addressed to the Chief Medical Advisor of the Bureau of War Risk Insurance, Washington, stating fully the facts, particularly the ability of the claimant's family to afford him proper attention with adherence to the usual *regimen* of tuberculous cases. The Bureau does not advise, however, that a patient be put in boarding houses if sanatorium treatment is available.

382. *Selected Literature on After-Care.* The following publications are recommended to the attention of Home Service workers especially interested in the after-care of disabled soldiers and sailors:

(1) *Vocational Summary.* This is the monthly bulletin of the Federal Board for Vocational Education. Since the enactment of the Vocational Rehabilitation Law of June 27, 1918, the bulletin contains current information as to the organization and procedure of the Board in the training and placement of disabled soldiers and sailors. Workers interested in after-care should make written application to the Federal Board, 601 E Street, N.W., Washington, D.C., to be placed on the mailing list.

(2) *Carry On.* The Surgeon-General and the Red Cross, who are associated in the publication of "Carry On," desire that every discharged disabled soldier or sailor or his nearest relative, be placed on the free mailing list for this magazine. The editor is, therefore, sending a sample copy of a recent issue through the Division office to every Home Service Section accompanied by a request that the names of all disabled soldiers or their families in the vicinity be at once forwarded to be placed on the mailing list. This should be established in each Home Service office as a current procedure and constant effort should be made to check the names of all disabled men and their relatives and have them sent currently to the editor of "Carry On," 311 Fourth Avenue, New York City. Every Home Service Section should itself receive the magazine regularly and if it is not being received, a direct request should be made to the editor.

(3) *Back to Mufti* (formerly called Reconstruction). This is the monthly bulletin of the Canadian Invalided Soldiers' Commission. If Division offices are not now receiving this bulletin, a request should be addressed to the Publicity Representative, Department of Soldiers' Civil Re-establishment, 22 Victoria Street, Ottawa, Canada.

(4) *Annals of the American Academy of Political and Social Science.* The 1918 November issue of the Annals should be in the hands of every Division Director or his assistant in charge of after-care. One copy has been sent to each Division Director. The volume is entirely devoted to the papers presented by a number of Government officials and others at a symposium on the rehabilitation of the wounded held in Philadelphia in September. The September number of the Annals also contained an extensive symposium on war relief work, including many articles on the various phases of Red Cross Home Service. By reason of its general interest, as well as because of the direct bearing of some of the papers on the subject of after-care, this volume was sent some time ago to every Division office. Additional copies of the Annals may be obtained at $1 each from the editor, Professor Clyde L. King, American Academy of Political and Social Science, 36th Street and Woodlawn Avenue, Philadelphia.

(5) *Federal Board for Vocational Education Bulletins Nos. 1, 5, 6 and 15.* The last three are also numbered as Re-education Series 1, 2 and 3. Copies may be obtained on application to the Federal Board. The last mentioned bulletin is the most useful of those listed, being an extended illustrated survey of the evolution of systems of re-education in many of the belligerent countries.

(6) *Red Cross Institute for Crippled and Disabled Men.* Every Home Service worker concerned with after-care should be on the mailing list to receive all of the publications of the Red Cross Institute. Those who are not already listed should write to the Director, Douglas C. McMurtrie, 311 Fourth Avenue, New York, explaining their connection with the Red Cross and asking that the publications already issued, as well as future numbers in the several series, be sent to them.

(7) *American Journal of Care of Cripples.* Douglas C. McMurtrie, editor, 2929 Broadway, New York City.

390. *Pensions for Men in the Armies of Our Allies.* Men of the Canadian Army discharged for wounds or injuries in action or in the performance of military duty, or for disease due to war service, are eligible for pensions. Widows and children of men who die in consequence of disease contracted in active service, or of wounds or injuries received in the performance of military duty, will be eligible for pensions. (A copy of the "Returned Soldiers' Handbook" issued by the Canadian Government has been sent to each Division Director of Civilian Relief, to whom application may be made for further information on this subject contained in such handbook.)

Men discharged from the British Army on account of wounds or injuries received while in the performance of military duty or because of disease due to war service are eligible for pensions. The widows and children of men who die in consequence of disease contracted in active service or of wounds or injuries received in the performance of military duty are eligible for pensions.

Disability and retirement pensions are provided for enlisted men of the French Army. The latter, however, are given only to those who have served actively for twenty-five years. The amount of the disability pension depends upon the extent of the infirmity. For the ten grades or classes of disability the annual pension to a private runs from $19.30 for ten per cent disability to $188.18 for total disability. If a soldier is killed in the war or dies because of wounds or sickness contracted in the service, the widow or orphans receive an annual pension of $98.77.

Retirement pensions are paid to enlisted men in the Italian Army after active service of twenty years and at forty-two years of age or older. For injury received in line of duty a man may receive annual compensation, ranging from $72.95 for thirty per cent disability to $243.18 for total disability.

[391. *Repatriation of American Citizens Who Fought With the Allies.* Any American citizen who takes an oath of allegiance to a foreign state, of course, loses his American citizenship, and any naturalized citizen who resides for two years in the foreign state from which he came, or five years in any other foreign state, also loses his American citizenship. Under the law, however, no American citizen can expatriate himself while his country is at war. American citizens, who enlisted in the armies of our Allies since April 5, 1917, therefore, did not lose their American citizenship. (Act of March 2, 1917, c. 2534 (Sec. 2); 34 Stat. 1228; U.S. Compiled Statutes 3959.)

As to American citizens who enlisted in the military or naval service of the Allies prior to April 6, 1917, the Act of May 9, 1918 (c. 69, Sec. 1–3; 40 Stat.; Comp. Statutes 4352, par. 12), provides that they may resume their citizenship by taking the oath of allegiance to the United States "before any court of the United States, or of any state authorized by law to naturalize aliens or before any consul of the United States; and certified copies thereof shall be sent by such court or consul to the Department of State and Bureau of Naturalization." Any state court of record whose jurisdiction is not limited, has naturalization jurisdiction.

Further information, if desired, may be obtained from the Commissioner of Naturalization, Department of Labor, Washington, D.C., or from the branch offices of the Bureau listed in paragraph 79.]

Chapter VI

Supplementary Information on Home Service for Families of Soldiers and Sailors

400. *The Meaning of Red Cross Home Service.* So far as is humanly possible, the American Red Cross desires to aid families of men enlisted in the military and naval forces of the nation to maintain the essential standards of American home life during the absence of their husbands, fathers, brothers, and sons. It desires, also, to aid the men and their families during the difficult period of readjustment, which may come in the case of an individual family whenever the man is discharged from the service, and which undoubtedly will come for the country at large as the time for demobilization arrives.

401. The majority of families will be able, especially with the help of the Government allowances and compensation, to maintain good standards of health, education, and industry without relying upon outside service of any kind. But in many families, the power of self-help will be strained to the breaking point by lack of opportunity, by ill-health, or by the sudden changes in economic and social environment occasioned by the war. To help maintain the essential standards and the solidarity of these families is the Home Service worker's great opportunity for helpfulness.

402. Too much emphasis cannot be placed upon the need of protecting the health and morals and promoting the education of children. Special care should be taken to uphold those standards of child welfare which have been slowly fixed in the state and federal legislation of the country.

403. *Opportunities for Home Service* are legion (see A.R.C. 201, 208, 210, 211, and 212), but the following will illustrate both the need and meaning of Home Service for the families of soldiers and sailors:

(*a*) Informing such families of their right to allowances, allotments, and compensation, encouraging them to have their men in the service take out insurance, and seeing that insurance policies do not lapse.

(*b*) Safeguarding boys and girls and women from bad working conditions.

(*c*) Trying to understand by patient talks, and by seeking advice elsewhere, the child who is just beginning to be wayward and disobedient.

(*d*) Furnishing convalescent and confinement care.

(*e*) Bringing to light and meeting medical needs not known or suspected by the families concerned.

(*f*) Protecting inexperienced and lonely young wives.

(*g*) Moving families to better quarters and protecting them from bad housing conditions.

(*h*) Giving the children and the grown-up folks opportunities for good times—not as war families or war children, but individually and quietly, or in their own natural groupings.

(*i*) Fitting people to the right job and helping them to stay fitted by trying to find out where the job pinches.

(*j*) Encouraging the people who have more ready money than usual—some will have—to spend it with good sense and to save some of it, if possible, for the time when service pay stops.

(*k*) Protecting the recipient of pay and allowance checks from the wiles of the installment man and from unscrupulous sales agents.

(*l*) Getting the best legal advice for families in the complex problems that are sure to arise at times, particularly immediately after the war.

(*m*) Giving financial aid and other help to relatives and others who have the right to depend upon the earnings of the man in service, but who are not legally entitled to government allowances.

(*n*) Giving aid and comfort to families of the soldiers and sailors in the service of the Allies of the United States, in cooperation with the local patriotic societies of these Allies.

(*o*) Meeting emergencies caused by delay in the payment of allotments and of government allowances and supplementing these when necessary.

(*p*) Continuing the home service which very often will still be of the greatest helpfulness to families previously receiving financial assistance from the Red Cross which assistance may have become unnecessary because of government allowances. The home service section should not lightly abandon the friendship and confidence of these families, but should remain to them a pledge and power to secure their continued welfare.

(*q*) Maintaining relations with commanding officers, with social agencies, with teachers, with ministers and priests, and with others who have friendly and personal relations with the families and are likely to know of complications which should have the helpful attention of home service sections.

(*r*) Helping in the program of after-care and reconstruction which is being developed.

404. Home service applies to the families of officers and enlisted men in all branches of the active service. (See par. 86 for definition of 'enlisted man'.) It applies also to the families of civilians who may be wounded or killed as a direct result of war activities, as for example, the torpedoing of a merchantman by a submarine. Red Cross home service applies also to the families of men enlisted in the armed service of the Allies of the United States who may be living in this country. If an enlisted man has acknowledged paternity of an illegitimate child,

or his paternity has been established by court action, the child and mother are proper subjects of home service.

405. Every Red Cross Chapter, however small its territory, if it has not already done so, should immediately form a home service section. The Red Cross is pledged to provide home service in every case where it is needed, and it is of the utmost importance that Chapters should be prepared to assume this obligation no matter how few dependent families of enlisted men may now exist in its community. One family in need of home service and neglected is a lasting reproach to the American Red Cross.

406. When there is doubt as to whether applicants are families of men in active military or naval service, such families should be required to produce evidence of that fact. This may be secured by their writing as suggested in pars. 42 to 45, *supra*. If the man of the family is known or supposed to have offered himself at a given recruiting station, or to have been called by a given draft board, the recruiting officer or the draft board may be asked for information as to the man's entrance into the service, and as to the station or camp to which the man was sent. (For verification of service of Allied soldiers see pars. 326 to 362 inclusive.) However, if circumstances are pressing, immediate aid may be given pending verification of the man's status.

407. *Migration of Soldiers' Families to Camp Communities.* The problem of caring for the families of soldiers and sailors who migrate to the camp, cantonment or hospital community, constitutes a definite Red Cross responsibility. The miitary commander in the base or other hospital, as a general practice, sends for the relatives of the men in case their illness is so serious as to cause real apprehension that they will not recover. The Red Cross has extra rooms provided in each convalescent house located at the camps and naval stations for the emergency care of such families during their attendance upon the sick men. It is a definite obligation upon the home service section where the family resides to assist the family in making a hurried departure to the bedside of the sick soldier. It is likewise the special responsibility of the home service organization in the camp city to give particular attention to assisting the families of soldiers who come and are present under these trying circumstances. It is the duty of the persons in charge of the convalescent house at the base hospital to provide such families with temporary living quarters while in attendance at the hospital. This cooperation is essentially important in view of the wise policy of the Army and Navy in summoning these

families to the hospital. Very often the family will not have enough money immediately available for the emergency trip to the hospital. It is appropriate for the Home Service Section to advance or grant transportation for this purpose. Except in such cases of illness, the migration of families of soldiers to camp cities in order to be near their men in the adjacent camps is apt to be detrimental to the *morale* of both the families and the soldiers. This sort of migration is contrary to the definite advice and warnings of the War and Navy Departments. The situation due to overcrowding, discomfort, and financial hardship is primarily a responsibility upon the camp community and furnishes to the Home Service organization of that community perhaps its greatest responsibility and opportunity for helpful service. Instances of illness and cases of financial distress must have sympathetic, prompt attention and adequate relief. Such migrations should be discouraged by all Home Service Sections. As to financial responsibility for aid in such cases, see par. 419.

408. [*Home Service for Families Living Abroad.* The Red Cross recognizes a Home Service duty to families living abroad of men in the military and naval forces of the United States. This duty is performed through the Insular and Foreign Division (known as the Fourteenth Division), and located at National Headquarters, Washington, D.C. All Home Service to families living outside continental United States and Alaska falls within the jurisdiction of this Division.

All Home Service cases in foreign countries should be referred to this Division since it maintains direct and confidential relations with the agency in each country best fitted to handle the problem, and keeps in direct touch with the latest social and political developments in each country. The Foreign Commissions of the American Red Cross are used wherever they still exist; national Red Cross societies in countries where they are established; national, civic or charitable societies in others, and in many cases the American consuls. The quality of the service rendered varies greatly, but it is the constant effort of the Division to bring about a steady improvement, following the standards of Home Service maintained in the United States.

Among countries which are now reachable through the Fourteenth Division are the following:

Albania	France	Portugal
Archangel	Great Britain	Roumania
Armenia	Greece	Serbia
Belgium	Italy	Spain
Bosnia	Jugo-Slavia and Dalmatia	Sweden
Bulgaria	Montenegro	Switzerland
Czecho-Slovakia	Norway	Syria
Denmark	Persia	Turkey
Egypt	Poland	Ukraine

Immediately upon the signing of peace terms it is expected that service will be established with Germany, Austria, Hungary, and Bolshevist Russia.

The Director of the Fourteenth Division requests that in preparing cases for investigation in foreign countries extraordinary care be exercised. Addresses must be as complete as possible, giving not only the names of towns, but street and number as well. In making inquiries about inhabitants of Poland, Armenia and other countries where war has caused distress and family disorganization, it is very desirable to have for identification purposes the names of relatives, mayors of towns, and prominent citizens who might assist in locating the family in question.

Problems being handled daily by the Division include the bringing of the wives of American soldiers to this country, advice concerning the sending of money to foreign countries, locating and securing messages from friends and relatives long separated by war conditions, as well as the usual forms of home service.] (*Change heading in Table of Contents.*)

409. The War Risk Insurance Act makes no distinction between the relatives of a soldier who reside in the United States and those who reside abroad. There is nothing to prevent the granting of federal allowances to such families. (See par. 132, *supra*, as to allotments and allowances to beneficiaries residing in enemy countries and countries to which remittances cannot be sent.)

410. *Families of Home Guards and Men in the Merchant Marine.* Home Guards or State Guards are not in any way recognized by the Federal Government as being a part of the United States Army, and so far as the Red Cross has been advised there is no provision for

federalizing Home Guards or State Guards. This can only be effected by the enlistment of the Home Guard or State Guard either as individuals or as a unit in the United States Army. Men in the merchant marine, even though in the employment of the Government, are not in the naval service. Therefore, the dependent family of a man in the Home Guard, in the State Guard or in the merchant marine is not the family of a soldier or sailor and accordingly not within the scope of the work of the Home Service Section of a Chapter.

411. *United States Guards, National Army*, are special troops authorized by Act of Congress, approved May 18, 1917, and are a part of the National Army. The officers are men of previous military experience, preferably beyond the age of thirty-one, or those who after undergoing military training under federal control have been declared unfit for service overseas, due to minor physical imperfections. The enlisted personnel is composed of:

(*a*) Men recruited by voluntary enlistments through the Regular Army recruiting stations, beyond draft age, and preferably with military experience.

(*b*) Drafted men who, after undergoing military training under Federal control, have been declared unfit for service overseas.

412. *Home Service After Men Are Honorably Discharged.* The obligation of the Red Cross to families of men in the active military or naval forces does not cease upon honorable discharge from the service. A duty is owed to these men and their families during the period of readjustment to civil life, which it is the intention of the Red Cross to help fulfill through home service. This duty is particularly imperative in cases where discharged men are physically impaired through disease or wounds. Even apart from such cases, however, the duty to discharged men and their families will be of very large scope during the months of, and immediately following, demobilization. It is believed that the Red Cross must be prepared to render services of this character for a considerable time after peace is declared. The object in dealing with the known needs of a discharged man and his family should be to aid them in adjusting themselves to their existing economic and social surroundings, in the best manner possible. It is believed that the family of a man honorably discharged, when there is real opportunity for acceptable service, should be considered a proper object of Home Service during at least a year after discharge. Beyond that period each such application for help may be dealt with individually in the discretion of the Home Service Section.

413. *Families of Deserters and of Men Dishonorably Discharged.* The families of adjudged deserters from the military or naval service of the United States, or of men dishonorably discharged, are not regularly entitled to home service although they may have been under the care of a Home Service Section prior to the man's desertion or discharge. Considerate action should be taken to assure the family's continued

welfare. The home service section will determine whether the need for service on the part of such a family should be referred to some other agency or assumed by the section.

414. It should be remembered, however, that a man who absents himself from his command without leave is not designated a deserter until, after thorough investigation, the company commander has reason to believe that the man does not intend to return. The extent of this investigation and the time devoted thereto are left to the discretion of the company commander, although under the army regulations he must make every effort to apprehend the missing man.

415. If the man returns, or is captured, the date of his desertion is fixed in the procedure which determines his punishment. If he does not return, or is not captured, his desertion dates from the commencement of his unauthorized absence, that is, from the moment when his leave expired, if he was on leave at the time of his desertion, or from the moment that he took unauthorized leave.

416. *Alien Enemy Families.* Alien enemy families, becoming dependent because of the internment or imprisonment of breadwinners, are not home service charges. They should be referred to the Minister or Consuls of those nations representing their respective countries in the United States.

417. Germany has placed her affairs in the United States in the hands of the Swiss Minister.

418. The Swedish Minister is handling the affairs of Austria-Hungary.

419. *Territorial Responsibility of Home Service Sections.* The home service section charged with the care of a family is that having jurisdiction over the community in which the family resides. The decision as to which home service section should bear the expense for necessary assistance of a 'non-resident' family should depend fundamentally upon whether the welfare of the 'non-resident' family demands that they be returned to their community or remain in the place to which they have migrated. If it is determined that the family would be better off to remain in the place to which they have migrated, the home service section at that locality should assume complete responsibility, financial or otherwise, for the welfare of the family. If it is determined that the family should be returned to the home community, the home service section in that community should furnish the funds for such transportation and continuing care. By the same principle the cost of the temporary care given by the home service section in

the community to which the family has migrated may be placed upon the home community, but when the family has not previously been known to the latter, it is better judgment not to raise this point. In other words, let responsibility date from the first known opportunity to help.

The initial responsibility for establishing the real home of such a family must, of course, rest upon the home service section where the family is. The real home of the family is in most cases, so far as the wife and children are concerned, the place in which the soldier enlisted. The home service section where the family is should send to the Division Director of Civilian Relief a full report of the circumstances and needs of the family, indicating whether the welfare of the family demands that they be returned to their home community, and stating the home or supposed home of the family, the care the family has already received, what future steps are necessary, the expenditures already incurred, and the prospective expenditures so far as they can be estimated. The Division Director should then communicate with the home service section at the designated home of the family, inquiring whether that is their real home and whether the welfare of the family demands their return to that home. If such home service section is in another division, this inquiry will be made through the appropriate Division Director. Upon reply, a decision should be promptly reached by the Division Director (or by the two Directors when the sections are in different divisions) as to whether the family should be returned to their home community or remain in the community where they are located. If they are to be returned, the home service section in the home community should thereafter assume complete financial responsibility for the family, including transportation.

The migration of soldiers' families to the vicinity of camps and cantonments increases abnormally the burden of home service of the chapter having such jurisdiction. When the chapter having such jurisdiction is able and willing to help these 'non-resident' families, it will be encouraged to do so, but in some instances this is not possible. Accordingly, the Division Director of Civilian Relief, when authorized by the Division Manager to do so, may employ a staff assistant, preferably a woman skilled in social work, to take up the work for 'non-resident' families in such places. The salary, office expenses, and necessary disbursements for the relief of such home service agent will be a charge upon the appropriation to be made by the Division Manager and administered by the Bureau of Civilian Relief of the

division. The expenditures for relief made by the home service agent must have the approval of the Division Director of Civilian Relief before being charged against the funds appropriated for the purpose. In each instance the Division Director will be certain that the expenditure has been made for the help of a 'non-resident' family when the chapter in that family's home town cannot or will not assume the expenses.

420. It is part of the obligation of the Red Cross to extend its home service to families resident in the United States, of men enlisted in the armed service of our Allies, and, on the other hand, it is part of the obligation assumed by the Canadian Patriotic Fund to serve families resident in Canada of men enlisted in our military or naval forces. Applications for relief to families of the latter class may be referred directly by Red Cross National Headquarters or by any Division office to the appropriate branch office of the Canadian Patriotic Fund.

421. *Monthly Reports on Home Service.* Each home service section is requested to make a monthly statement concerning the amount of home service work accomplished. This report will include in addition to the name of the chapter and the month covered, the number of families under care at the beginning of the month, the number of families taken under care during the month, the number of families under care during that period, the number of families under care at the date of the report, and the amount of money disbursed for relief of families during the month. (See Red Cross Form 434.)

422. *Funds for Home Service.* Funds to be used in home service work may be obtained from appropriations by the Executive Committee of a chapter from any money which it may have on hand from its percentage of membership dues, or from the money which may have been refunded to a chapter from any war fund. Under the rules governing the expenditure of that money, chapters may expend the twenty-five per cent of this fund refunded to them for the following purposes only:

(*a*) Military Relief.
(*b*) Home Service.
(*c*) Expenses incidental to these purposes.

423. *State Aid to Families of Enlisted Men.* In the states of Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, and Wisconsin there is legislation providing for financial assistance to the immediate relatives of men in service. There may be legislation in some other states which has not been brought to the attention of

National Headquarters. In Minnesota the Commission of Public Safety is authorized to provide for the relief of men in service and persons depending upon them. We are informed that such relief has been confined to loans so far. In Connecticut, Wisconsin, and New Hampshire, state aid is only given where federal aid under the War Risk Insurance Act has not been received or is not equal to the state allowance. In Massachusetts and Michigan, the state aid to the relatives is apparently in addition to federal aid. In Maine and Massachusetts, legislation has been enacted supplementing the pay of enlisted men from those states. For particulars with regard to such state legislation inquiry should be made of the Division Director of Civilian Relief.

424. *State Civil Relief Acts.* In the states of Mississippi, Montana, Oregon, North Dakota, and South Dakota, legislation has been passed similar to the Federal Soldiers' and Sailors' Civil Relief Act. For particulars with regard to such state legislation, inquiry should be made of the Division Director of Civilian Relief.

425. *Cooperation with Patriotic Societies and Other Community Agencies.* It is earnestly desired by the Council of National Defense and by the American Red Cross that there should be the most helpful cooperation between the Chapters of the Red Cross and the State and County Councils of Defense wherever cooperation is practicable, and particularly in the field of home service. This is desirable, not only for the sake of public interest in the work and for its efficiency, but also for the welfare and consideration of the families concerned.

426. The Army Relief Society has been organized for seventeen years. It gives relief only to the families of *deceased* soldiers and officers of the Regular Army. The home service section may advise the Relief Committee of the Society, at 35 East 37th Street, New York City, of any such family receiving home service and inquire what help the Army Relief Society desires to render under the circumstances.

427. The Navy Relief Society should not be confused with the Navy League. The Navy Relief Society has been in existence twenty years and was organized to give assistance to the families of deceased sailors and marines prior to the granting of government aid, and to meet any emergent need arising within the family after pension or allowances had been provided. The Navy Relief Society does not offer assistance to the family until after a man's death, and it has been agreed between that organization and the Red Cross that the Navy Relief Society will refer to the appropriate Chapter of the Red Cross

all instances of need in the family of a sailor or marine which arise while the man is still in the service and may come to its attention. It has also been agreed between these two organizations that upon the death in the service of a man whose family is already under the care of a home service section, the home service section may continue to administer necessary relief, the Navy Relief Society sending its contribution to the family through the home service section.

428. In the conduct of the Information Service, as well as in the other work of the home service section, all existing social and professional agencies working along specialized lines should be utilized as far as possible; for example, the Visiting Nurse Association, the Anti-Tuberculosis Association, the Legal Aid Society, the Juvenile Protective Association, Preparedness League of American Dentists, National Association of Credit Men, etc. (See *Utilizing the Specialist*, page 26, A R C 201, second edition.) Home service sections should inquire of their Division Director with regard to assistance which can be rendered by the organization named or by other social or professional organizations, if they cannot get the information from a local representative of these organizations.

429. Social agencies should not be imposed upon. Home service sections should not urge upon them great burdens when they are reluctant to accept the opportunity for service which the Red Cross has discovered, but they should not be discouraged from accepting the opportunity for service for which they are organized and for which they are supported. When able and desirous to do so they should be permitted to expend their own resources, for this will increase their prestige and the number of their friends. The Red Cross should not deprive the families under its care who need their service of the voluntary ministration of the trained workers of these agencies, nor of the sympathy and interest which go with such service, rendered on their own responsibility and resources, and in the fulfillment of their own purposes. The Red Cross may pay any fee that is ordinarily charged for service—as for board at a convalescent home, or operating room fees, or the nominal charge ordinarily made for the call of a visiting nurse. But, usually, to do more than this is to make a contribution to the agency.

430. Careful cooperation should be the rule in a case where the family is being helped by the County Commissioners at the time that one of its members enlists or is drafted. If the enlisted man has contributed, more or less, to the support of the family, it would be per-

fectly proper for the Red Cross to aid that family. The County Commissioners should be willing to continue what they have been doing. But the home service section may in its discretion decide to take the whole responsibility for money aid and for service in such cases—because to do so adds to the self-respect of the family by removing its name from a 'pauper roll'.

431. Home service sections should not assume responsibility for the administration of funds that do not belong to them. To make recommendations which are unsatisfactory to the applicant in such a case is to court unpopularity. To make investigations of applications made to a state fund is unwise. Inquiries by home service sections are to be made only for the purpose of determining what plan of assistance should be followed and what sources of aid are available on the part of the Red Cross—and all such matters must remain absolutely confidential.

432. *Cooperation with Relief Societies of America's Allies.* It is the policy of the Red Cross that its chapters and home service sections should cooperate in every way possible with British and Canadian relief agencies in this country. Any British or Canadian Society capable and desirous of doing so may retain its responsibility for families residing in the United States and now under care.

433. Any such society may turn over its work to appropriate Red Cross chapters by mutual agreement whereupon the Red Cross chapter may well expect the other society to contribute as generously as possible toward the relief of those families, such funds being segregated for this purpose.

434. By mutual agreement in any case, the British or Canadian society and a Red Cross chapter may form a joint committee for the conduct of this relief work, in which event there should be no variation from Red Cross principles and methods.

435. In every instance of coöperation in any of these ways it is highly desirable to promote the interest of the Canadian and British sympathizers in Red Cross work, and to keep them well informed concerning home service work for Canadian and British families.

436. Although the foregoing states specifically the arrangement entered into between the American Red Cross and the British and Canadian societies, the same cooperation by the Red Cross with organizations or relief agents of our other Allies is very desirable.

437. *Home Economics.* Congress has made an appropriation to the Department of Agriculture to carry on a program of education in

home economics, which contemplates instruction, particularly of women and girls, in practical methods of increasing food production and eliminating waste, and promoting conservation of food by educational and demonstrational methods through county, district, and urban agents. Each state has a state director of demonstration agents who will be in charge of the work within that state. It is desired that the work of the local agents should be made as valuable as possible to the families of soldiers and sailors, and the co-operation of these agents should be enlisted in any way in which their service may be used. The name of the director for a particular state may be had by addressing the Civilian Relief Director of the Division in which the Chapter is located.

438. *Red Cross Bureau of Camp Service.* In each camp, cantonment, and naval station, the Red Cross has established a Bureau of Camp Service. This Bureau is equipped to render emergency military relief in the way of hospital and medical supplies, knitted goods to the soldiers, and supplementary aid to the military establishment. The representatives of the Bureau of Communication, whose functions are outlined in A.R.C. 502, pp. 8–11, are part of this Camp Service.

[439. The accredited representative of the Red Cross in the camps is the Field Director, who has general supervision of the work of the various departments. On the staff of the Field Director in most camps is an Associate Field Director in charge of home service. To him is intrusted the making of contacts with soldiers' families, through Division Bureaus of Civilian Relief and Home Service Sections. Where there is no associate in charge of home service, this work is handled by the Field Director. The Associate Field Director in charge of home service represents the Department of Military Relief. Naturally he works in close co-operation with the Department of Civilian Relief in all that relates to assistance to soldiers' and sailors' families in preserving the essential standards of home living, meeting problems arising out of diminished income, sickness, domestic, business and legal difficulties, and in tracing delays in allotments and allowance payments to such families. The Associate Field Director also arranges for investigations of applications for discharges and furloughs on the request of the commanding officers.]

440. While for camp organization purposes he is a unit of the whole camp service organization, he is in the larger sense a unit of home service, functioning as a part of the whole home service program. The men in the service having dependents may be worried about affairs of

the folks at home. These men find in this home service representative a friend and counsellor. He works in close co-operation with the Home Service Section in the man's home city in the solution of these home problems. These home service representatives are now to be found in all military establishments and naval stations. It is most important that Home Service Sections and Associate Field Directors co-operate efficiently in the field of home service, making prompt and full reports to each other when requested, and each party giving immediate attention to cases called to its attention by the other. It is also important that Home Service Sections in communicating with Associate Field Directors about men in camps or naval stations should give the man's rank, organization, and location.

441. *Home Service for Men on Board United States Naval Ships.* The Bureau of Navigation of the Navy Department has ordered a statement to be placed upon the bulletin board of each United States ship, setting forth the purposes of Red Cross home service, and stating in part as follows:

You are invited to write to the Red Cross about any matter you wish looked after at your home. Address your letters to

The Director-General of Civilian Relief,
The American Red Cross,
Washington, D.C.

and they will receive the prompt attention of the Red Cross Chapter nearest your home. Be sure to state:

(1) Your full name.
(2) The full name and address of your wife, mother, father, or whoever it is you want the Red Cross to see.

When you write to your home folks tell them to consult with the Red Cross Home Service Section about any matters which may be troubling them and which you cannot attend to because of your absence.

There will be no charge, and the Red Cross will be more than glad to serve you and your family through its Home Service Section in your home town.

442. *Bureau of Foreign Correspondence.* The Bureau of Foreign Correspondence in the Department of Civilian Relief was organized to meet the constantly increasing calls from the soldiers and sailors abroad for news of their families. Concern about delays in receiving mail from home or business affairs left unadjusted, worries about new difficulties arising since they left the States or allotments that have been delayed, and numberless other troubles reach the Home Service

Bureau in Paris. They come through letters from the men themselves, their officers, chaplains, Y.M.C.A. workers, field directors, and hospital searchers of the Red Cross, etc. The Paris Bureau gives such advice and instruction as it is able to and sends daily letters to Civilian Relief Headquarters in Washington, the most urgent requests by cable. In most cases the soldier's original letter is sent. The Bureau of Foreign Correspondence relays these requests on to the local Home Service Section, usually through the Division office, by telegraph or letter according to urgency, for a visit to the soldier's or sailor's family, or for whatever investigation is asked for, as far as is compatible with the program outlined for home service.

443. Since these inquiries usually show that the soldier has been without mail from home for a long time, the Bureau asks for as interesting and newsy a report, breathing the spirit of home, as it is possible for the home service visitor to give. Apparently the soldier's chief concern is as to what has happened to his family since he left home. The Bureau does not deliver mail addressed to the soldier. It does not want colorless or stereotyped reports or descriptions of families, and it prefers news that will be reassuring and favorable. Any other kind it would be advisable for the visitor to think twice before sending, considering its probable effect on the soldier's *morale*. The Washington office cables reports on matters concerning which the Paris Bureau has cabled, and all other cases which seem urgent.

444. The Bureau of Foreign Correspondence also sends to the Paris Bureau requests from local Home Service Sections to have soldiers interviewed concerning home problems which have arisen since the soldier's departure. A birth, or a death, serious illness, change of residence, or other similar exigency may create a necessity for learning the soldier's desires concerning the new family problem involved. Many requests for soldiers to make allotments to mothers, sisters, or others have been forwarded. There must be a really important home service problem involved in the request in order to be received by the Bureau. It is, of course, necessary to have the soldier's latest full military address. In view of the important effect upon *morale* of home service communications to men overseas, the Bureau has asked that all Home Service Sections send through its office at National Headquarters, all letters to men overseas involving family problems. This insures the personal presentation of the problem to the man by the associate field director, or other capable representative of the Paris Home Service Bureau.

445. *Red Cross Bureau of Communication.* The work of this Bureau [briefly stated consists in] keeping men who are ill in hospitals in this country and abroad in touch with their families; forwarding detailed information with regard to men reported killed, wounded or missing; photographing graves of our men who have given their lives abroad, and transmitting communications to and from civilians within the enemy lines. For a full statement of the work of this Bureau see A.R.C. 502, pp. 3–14.

[Attention is particularly called to the fact that the War Department has instituted a courier service between America and France, to secure welfare information concerning soldiers in the American Expeditionary Forces whose families have not heard from them for undue lengths of time. Such families should now be instructed to write to the Adjutant-General, War Department, Washington, D.C., giving full information, including military address, last known location, serial number and emergency address. Such inquiries should no longer be sent to the Red Cross Bureau of Communication since the War Department will probably obtain news more quickly. (See par. 258.)

The Bureau of Communication will, however, continue to handle casualty cases and cases where doubt exists concerning the missing, wounded and killed.]

446. *Red Cross Bureau of Prisoners' Relief.* The work of this Bureau has consisted of supplying prisoners, both American and Allied, with food and clothing; corresponding with families of prisoners with regard to their location and condition; forwarding money to both American and Allied prisoners, and giving information as to forwarding mail to such prisoners. For a full statement of the work of this Bureau, see A.R.C. 502 pp. 14–20. See also par. 265 for method of addressing American prisoners of war since the armistice was signed.

447. *Powers of Attorney by Enlisted Men.* It is proper to advise relatives of soldiers and sailors that it is desirable for such men, when departing for service abroad, to leave powers of attorney in proper hands, in order that business requiring such authority may be transacted during their absence by persons whom they may select. Such a suggestion should be made with the utmost consideration and discretion. Powers of attorney should be drawn by lawyers, and not by home service workers.

448. No attempt has been made in this Handbook to give instructions with respect to the preparation of wills or the preparation of any

papers which are required to be filed in any court. The formal requisites of a will are governed by the laws of each state. Papers such as leases, instruments relating to the guardianship and custody of children, including the guardianship of property, mortgages, and suits to recover claims should all be prepared by lawyers admitted to practice in the local courts and their preparations should not be undertaken by home service workers.

449. *Letters and Papers to Men in the Service.* Soldiers and sailors appreciate frequent news from home and current magazines and other reading matter. Very considerate and sympathetic service is often possible in assisting relatives to write to their men in the service and in helping them to send periodicals at frequent intervals.

450. *Loans.* In a case where the need for a lump sum of money is evident, and a doubt exists as to whether the assistance should be rendered in the form of a grant or loan, the former should be given preference. There is no method of collecting loans from persons not

willing to repay them, except persuasion or legal action. If a loan is made and later it becomes clear that it cannot be repaid, it should be cancelled for the sake of the better relation which will then exist between the debtor and the Home Service Section. The only satisfactory loan by a Home Service Section is one made with such judgment that neither side is later embarrassed. [Where a loan is made, it will seldom be advisable to accept a promissory note. If one is received, it will not be valid unless the necessary war revenue stamps, two cents per hundred dollars of indebtedness, are purchased and placed upon the note. A written receipt in somewhat the following form will generally be sufficient and preferable, as such receipt is free from tax:

"I, Jane Doe, residing at 222 Spruce Street, Milwaukee, hereby acknowledge the loan of $200 made to me today by the Home Service Section of the American Red Cross.

(Signed) JANE DOE.

Witness
R. C. SMITH."]

[Paragraphs 451 and 452 transferred to Chapter V. See new paragraphs 325 and 326. *Correct Index and Table of Contents.*]

453. *Preparation for Home Service.* Home Service workers must have training to enable them to live up to their opportunities and responsibilities. The Department of Civilian Relief has developed a number of ways by which this needed preparation may be secured, the most important being Institutes, Chapter Courses, and Home Service conferences. Detailed information about these methods of preparing for Home Service is given in A.R.C. 205 and A.R.C. 206, copies of which may be secured from the Division Director of Civilian Relief.

454. *The American Red Cross* is the only volunteer society now authorized by the United States Government to render aid to its land and naval forces in time of war.

455. The general purposes of the Red Cross are to furnish volunteer aid to the sick and wounded in time of war; to act in matters of voluntary relief in accordance with the military and naval authorities as a medium of communication between the people of the United States of America and their Army and Navy; and to carry on a system of national and international relief in time of peace and apply the same to mitigating the sufferings caused by pestilence, famine, fire, floods, and great national calamities.

456. The governing body of the American National Red Cross consists of a Central Committee of eighteen persons, six of whom are chosen by the incorporators, six by the President of the United States, and six by the delegates of the Chapters at the annual meeting. The Central Committee appoints an executive committee of seven persons from its own members.

457. At present the national officers are: President, Hon. Woodrow Wilson; [Vice-Presidents, William H. Taft and Robert W. DeForest; Treasurer, Hon. John Skelton Williams; Counsellor, Alexander King; Secretary, Dr. Stockton Axson; Chairman Central Committee, Dr. Livingston Farrand; Vice-Chairman, Willoughby Walling.]

458. The war work of the society [was carried on under the War Council, whose members resigned on March 1, 1919. The Executive Committee is composed of Dr. Livingston Farrand, ex-officio; Major-General Ireland; Rear-Admiral Braisted; Secretary of the Interior Lane; H. P. Davison; Eliot Wadsworth; Cornelius Bliss, Jr., and George E. Scott.]

459. The National Headquarters of the American Red Cross are at Washington, D.C.

460. The work of the Red Cross is administered from the headquarters of fourteen territorial divisions, as follows:

Division	*State*	*Manager*	*Director of Civilian Relief*	*Address*
New England .	Maine New Hampshire Vermont Massachusetts Rhode Island	James Jackson	Mrs. W. H. Lothrop	755 Boylston St., Back Bay Station, Boston, Mass.
Atlantic . . .	New York New Jersey Connecticut	Ethan Allen	Alexander M. Wilson	44 East 23rd St., New York City
Pennsylvania .	Pennsylvania Delaware	Charles Scott, Jr.	Cheney C. Jones	1701 Walnut St., Philadelphia
Potomac . . .	Virginia West Virginia Maryland	Hon. Henry White	W. A. Harris	930 16th St., Washington, D. C
Southern . . .	North Carolina South Carolina Georgia Florida Tennessee	Eugene R. Black	Jos. C. Logan	424 Healy Building, Atlanta, Ga.
Gulf	Alabama Mississippi Louisiana	Leigh Carroll	Harry L. Hopkins	Post Office Building, New Orleans, La.
Lake	Kentucky Indiana Ohio	B. F. Bourne	James L. Fieser	2157 Euclid St., Cleveland, Ohio

Division	*State*	*Manager*	*Director of Civilian Relief*	*Address*
Central	Nebraska Iowa Wisconsin Michigan Illinois	Howard Fenton	J. L. Gillin	180 North Wabash Ave., Chicago, Ill.
Northern . . .	Montana North Dakota South Dakota Minnesota Kansas	F. T. Heffelfinger	Frank J. Bruno	201–205 Essex Building, Minneapolis Minn.
Southwestern .	Missouri Oklahoma Arkansas Texas	George W. Simmons	Alfred Fairbank	1250 Railway Exchange Building, St Louis, Mo.
Mountain . . .	Wyoming Utah Colorado New Mexico	John W. Morey	Maurice Willows	14th and Welton Sts., Denver, Col.
Pacific	California Nevada Arizona	Marshal Hale	Charles J. O'Connor	870 Market St., San Francisco, Cal.
Northwestern .	Washington Oregon Idaho Alaska	C. D. Stimson	F. P. Foisie	White Building, Seattle, Wash.
Insular and Foreign	*Territory:* The world except United States and Alaska	Otis H. Cutler	Franklin Johnson	American Red Cross Headquarters, Washington, D. C.

[461. *Financial Support for Home Service During Demobilization.* On January 6, 1919, the General Manager of the American Red Cross issued to all Division Managers the following important statement in reference to financial support for home service during demobilization: (In reference to funds for home service generally see par. 422.)

1. It is recognized by the War Council and the general management that, during the period of demobilization, home service has assumed a position if anything of greater importance than ever. The work of home service, as already outlined, has assumed an obligation which will only be liquidated when the Army is completely demobilized, and all the dislocations, which war has brought to soldiers' and sailors' families have been met. The extent of the work of home service is increased rather than diminished with the signing of the armistice. Questions of morale on the part of soldiers and their families, with the pressing duty of war removed, are more rather than less difficult of solution. Legal and business questions, held in abeyance by the Civil Rights Act and by the general good-will engendered while the actual conflict was on, bring a new series of problems.

2. The importance of keeping up Governmental insurance, while no less important, is no longer so obvious to the soldiers. A great new set of problems has arisen dealing with disabled soldiers, while the whole question of the re-employment of returning soldiers is before the country. In this latter regard, the United States Employment Service has asked the American Red Cross to co-operate with it in finding employment for disabled soldiers and sailors. Not only does the obligation and the volume of work continue great, but it must be carried on by a country no longer stimulated by the menace of war, and its great unifying purposes. Such contractions and retrenchments as may be desirable in some other directions are not applicable to the work of the Department of Civilian Relief during this period.

3. I suggest that you transmit the substance of this letter to the Chapter chairmen in your Division, for civilian relief can only function with the whole-hearted support of the communities of the country, and that you advise them that the obligations of the American Red Cross and their respective Chapters demand the full support of funds and personnel of the work of civilian relief.

The following is quoted from earlier statements of the General Manager upon the same subject:

Home service, namely, the work of the Department of Civilian Relief for the care of dependent families of soldiers and sailors, is a prescribed responsibility and duty of every properly organized Chapter of the Red Cross. Under the policy which the American Red Cross has adopted, there is no national fund for the support of this work. The care of families of soldiers and sailors from a given community is to be regarded as a responsibility of that community.

Whenever an individual Chapter feels unable or unwilling financially to undertake home service, you are authorized to state to the Chapter concerned that its funds should be used as far as needed for the welfare of the families of soldiers and sailors in that community, even if the result must be the curtailing of work along other lines. The only Red Cross funds available for home service are those of the Chapter itself, whereas the surplus funds of all Chapters can be used if necessary for general relief supplies.

A Division Manager has submitted these statements by a letter to all Chapter Chairmen and Home Service Sections in his Division, containing the following statements which may be of interest to all Home Service Sections in all Divisions:

In addition to relief for dependent families, home service demands may properly include office rent, equipment, telephone, telegrams, traveling expenses, clerical and stenographic work, salaries of trained workers, expenses of representatives at home service institutes, and Chapter course expenses.

Home service sections should not be expected to raise their own funds. They are not finance committees. It is a chapter responsibility to raise funds for all chapter purposes. . . .

Each home service section should be provided with a cash "Revolving Fund" so that expenditures can be made quickly in emergencies without any formality except taking receipts. Regular allowances and other fixed expenditures may be paid by voucher check issued by the Chapter treasurer or other fiscal officer on the order of the home service section.

[(*Index this par. under "Home Service" and add heading to Table of Contents.*)]

[462. *Giving Publicity to the Work of the Home Service Section.* The necessity for publicity concerning the work of the Home Service Section is clear. All public movements are dependent upon publicity, because they cannot be successful unless the public understands their aims, methods and achievements. They cannot get public support without the prestige which public recognition brings. No worker engaged in a humanitarian enterprise should consider publicity from the personal standpoint, because it is necessary for his work to be advertised whether he as an individual is known or not, and his personal usefulness may be greatly enhanced by public recognition.

Home Service particularly needs publicity because it is a pioneer movement which in many cases is carrying the whole message of constructive social effort into communities which have never been awakened. It must be understood as a democratic, "neighborly" effort to be of real service.

Continuous activity in publicity is essential. It is extremely important that the interest created when the work is begun should not be allowed to die out before it begins to produce results. Unless all the resources of publicity are used to their utmost all the time, the public will forget and disregard, and very probably begin to misunderstand, no matter how carefully and fully things have been explained.

The channels of publicity open to Home Service are the newspapers, public speeches and the use of posters and exhibits.

Newspapers want the facts. If the achievements of a Home Service Section amount to anything, the newspapers will be glad to print them as news. The material about Home Service should be offered always as news, and not as if it would not be printed except as a favor to the Red Cross. Newspapers are more willing usually to print a story if it is given to them already well written than they are to assign a reporter to discover its news value. Home Service workers need not try to learn the technique of news writing. They should, however, maintain a human and interested attitude toward the work and endeavor to cultivate a capacity for telling the concrete facts, so that the ordinary newspaper reader will be interested. They should be watchful always of the publicity values of the facts as they come to their own attention.

Home Service workers should never betray personal secrets given them in confidence. They must regard the sacredness of such confidences so that their relations with soldiers' families will remain upon

the basis of friendship. Newspapers, except those which are given to the exploitation of the unfortunate, will not embarrass Home Service workers by requesting confidential information. All newspapers should be given the same material, and no favoritism should ever be practiced. Except in the smallest communities, typical stories, without the use of names or addresses, may be given to the papers in such a way that the human value of the work will be carried to the public. Whenever the publication of a story, even if disguised, will betray the identity of the persons concerned, the story should not be printed.

Next to newspapers, public speeches are the best way of getting the meaning and importance of Home Service into the minds of the public. An earnest speaker, even if inexpert, can usually make a more lasting impression than a great deal of printed material. No Home Service worker should ever neglect an opportunity to appear before any group of people, large or small, and tell them what he is doing. A small story told with sincerity and conviction will do the work. Opportunities to tell the story should be sought by the workers who are accustomed to public appearance, and others should seek to acquire the confidence necessary for this method of relating the work. A Home Service Section should see that it has representation on every platform that is open to it. Public speeches, like newspaper stories, must be frequently repeated in order to be of any use. Workers themselves may know all about Home Service, and it may be frequently in the newspapers or on public platforms, but the public may still be uninformed. The public can forget overnight even the most significant facts.

Posters or exhibits should not be devised independently by Home Service Sections without consulting Division Headquarters. Home Service secretaries and workers need do no more than find out from the Division Director of Publicity what there is available. National posters and national exhibits are prepared from time to time and will be distributed by Division Publicity Directors.] (*Index this par. under "Home Service". Add heading to Table of Contents.*)

[463. *Finding Employment for Discharged Soldiers and Sailors.* In December, 1918, at the request of the United States Employment Service, communities throughout the country organized Bureaus for Returning Soldiers and Sailors. These Bureaus were organized and managed by local committees. The United States Employment Service was used to centralize records and "clear" jobs and applications in co-operation with other communities. One of the aims of the United States Employment Service in establishing these Bureaus was to co-ordinate the work of the various organizations in each community such as churches, lodges, local branches of the Y.M.C.A., Knights of Columbus, and Red Cross, all of whom were formerly working independently to find employment for returned soldiers and sailors. For the purpose of establishing general policies, the United States Employment Service created a co-operating central committee in Washington composed of representatives of various national welfare organizations, including the Red Cross.

If in any community, a Bureau for Returning Soldiers has not yet been established, or if the Bureau is not yet functioning properly, the Home Service Section should proceed to place men directly whenever it is able to find jobs for them, notifying the Bureau (if there is one) of the placement it makes directly. Meanwhile the Home Service Section should make every effort to establish a Bureau or to improve its efficiency as the case may be.

Where the Bureaus function properly, Home Service Sections should not as a general practice seek jobs for soldiers and sailors unless with the approval of the Bureau, but should pool with the Bureau all jobs available and direct all men who come to the Home Service Section to go to the Bureau to be placed by it. In some communities where Bureaus for Returning Soldiers have not yet been organized, the Home Service Sections have been asked to serve as the Bureaus for Returning Soldiers. Instead of merely serving as such a Bureau, the Home Service Section should inspire the entire community to join with it in establishing a Bureau which should be representative of all organizations and elements in the community. The Home Service Section may well contribute office space, personnel, or office equipment.

By reason of the emergency created by the failure of Congress to appropriate necessary funds for the United States Employment Service, redoubled effort is necessary on the part of all Home Service Sec-

tions to make the local Bureaus for Returning Soldiers a success; to establish them wherever they have not yet been established and seek to make all of them one hundred per cent efficient. It cannot be too emphatically stated that the Bureaus for Returning Soldiers are to go on. They must be operated with increased vigor, as now each community, rather than the officials of the United States Employment Service, must assume full responsibility for making the Bureaus a success. A sufficient skeleton organization of the United States Employment Service will be maintained throughout the country to provide national clearance. Where necessary, Home Service Sections should enlist volunteers or with the approval of the Chapter Executive Committee, employ additional workers to operate and maintain facilities to find employment for discharged soldiers and sailors. In extending their work to meet employment needs, however, Home Service Sections should recognize that their other service to soldiers' and sailors' families should not be impaired. (*Index under new title "Employment," and add heading to Table of Contents.*)

464. *Home Service for Victims of Influenza.* Under date of March 1, 1919, the General Manager of the Red Cross issued the following statement to Division Managers authorizing the extension of Home Service to influenza families:

"As an emergency service to aid in meeting the extensive havoc wrought by the recent influenza epidemic, the Red Cross has decided to authorize its Home Service Sections to extend assistance to families whose distress is manifestly due to the epidemic.

"The influenza epidemic not only caused the deaths of some 600,000 people, but it also left a trail of lowered vitality and predisposition to tuberculosis, nervous breakdown, ear infections and other sequelæ, which now threaten thousands of people. It left widows and orphans and dependent old people. It has reduced many of these families to poverty and acute distress. This havoc is widespread, reaching all parts of the United States and all classes of people.

"Chapter Chairmen may authorize Home Service Sections to undertake work with influenza families upon the following conditions:

1. It shall be permitted only upon application by the Chapter to the Division Manager, to be accompanied by evidence acceptable to him, and to the Division Director of Civilian Relief that an emergency exists, which is clearly attributable to the effects of the epidemic.

2. Only those families shall be taken under care whose needs are obviously traceable to the influenza.

3. Present commitments to soldiers' and sailors' families shall not be sacrificed.

4. It shall be permitted only in those communities which have no other agencies to undertake that service.

5. It shall be regarded as emergency service terminable whenever, in the judgment of the Division Manager and the Division Director of Civilian Relief, the emergency has been met.

6. Home Service Sections shall carry on this work in close co-operation with state and local health departments, the Red Cross Department of Nursing and any other Health and social agencies.

"This authorization extends to the use of funds now set aside for Home Service and any other unappropriated funds now in the Chapter treasury, which may be needed. This money may be spent for relief or any other form of service, but it shall not be expended to build or operate hospitals, orphanages or other institutions.

"The Home Service Section is the only part of the Chapter organization to which this authorization applies."] (*Index under "Home Service," and add heading to Table of Contents.*)

Appendix

600. Geographical Departments of the United States Army

Source: General Order No. 51, War Department

The Central Department. *Headquarters at Chicago, Ill.* Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Minnesota, Michigan, Missouri, Nebraska, North Dakota, Ohio, South Dakota, West Virginia, Wisconsin.

The Eastern Department. *Headquarters at Governor's Island, N. Y.* Delaware, District of Columbia, Maryland, New Jersey, New York, Pennsylvania, Virginia, the Canal Zone, and the Island of Porto Rico, with the Islands and Keys adjacent thereto.

The Northeastern Department. *Headquarters at Boston, Mass.* Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

The Southeastern Department. *Headquarters at Charleston, S. C.* Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, together with the Coast Defenses of Galveston.

The Southern Department. *Headquarters at Fort Sam Houston, Texas.* Arizona, New Mexico, Oklahoma, Texas (except the Coast Defenses of Galveston).

The Western Department. *Headquarters at San Francisco, Cal.* California, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming, and the Territory of Alaska.

601. Army Camps in the United States

Camp	*Location*
Beauregard	Alexandria, La.
Bowie	Fort Worth, Texas
Custer	Battle Creek, Mich.
Cody	Deming, N. Mex.
Devens	Ayer, Mass.
Dix	Wrightstown, N. J.

Camp	*Location*
Dodge	Des Moines, Iowa
Doniphan	Fort Sill, Okla.
Funston	Fort Riley, Kans.
Fremont	Palo Alto, Cal.
Gordon	Atlanta, Ga.
Grant	Rockford, Ill.
Greene	Charlotte, N. C.
Hancock	Augusta, Ga.
Jackson	Columbia, S. C.
Kearny	Linda Vista, Cal.
Lee	Petersburg, Va.
Lewis	American Lake, Wash.
Logan	Houston, Texas
MacArthur	Waco, Texas
McClellan	Anniston, Ala.
Meade	Annapolis Junction, Md.
Pike	Little Rock, Ark.
Sevier	Greenville, S. C.
Shelby	Hattiesburg, Miss.
Sheridan	Montgomery, Ala.
Sherman	Chillicothe, Ohio
Taylor	Louisville, Ky.
Travis	Fort Sam Houston, Texas
Upton	Yaphank, Long Island, N. Y.
Wadsworth	Spartanburg, S. C.
Wheeler	Macon, Ga.

602. Additional List of U. S. Army Training Camps, Hospitals, and Miscellaneous Military Establishments

RECRUIT DEPOTS

Columbus Barracks, Ohio
Jefferson Barracks, Mo.
Fort Logan, Col.
Fort McDowell, Cal.
Fort Slocum, N. Y.
Fort Thomas, Ky.

PORTS OF EMBARKATION

Hoboken, N. J.
Newport News, Va.
Baltimore, Md.
Philadelphia, Pa.

COAST ARTILLERY DISTRICTS

North Pacific Coast Artillery District, Seattle, Wash.
South Pacific Coast Artillery District, Monadnock Building, San Francisco, Cal.

North Atlantic Coast Artillery District, Boston, Mass.
South Atlantic Coast Artillery District, Charleston, S. C.
Middle Atlantic Coast Artillery District, Fort Totten, N. Y.

MISCELLANEOUS

U. S. Military Academy, West Point, N. Y.
U. S. Disciplinary Barracks, Fort Leavenworth, Kan.
Pacific Branch, U. S. Disciplinary Barracks, Alcatraz, Cal.
Atlantic Branch, U. S. Disciplinary Barracks, Fort Jay, N. Y.
Coast Artillery School, Fortress Monroe, Va.
Army Service Schools, Fort Leavenworth, Kan.
Mounted Service School, Fort Riley, Kan.
Infantry School of Arms, Columbus, Ga.
School of Fire for Field Artillery, Fort Sill, Okla.

MEDICAL OFFICERS' TRAINING CAMPS

Fort Oglethorpe, Ga.
Fort Riley, Kan.
Allentown, Pa. (Ambulance Corps)

QUARTERMASTER CORPS TRAINING CAMPS

Camp Joseph E. Johnston, Jacksonville, Fla.
Camp Meigs, Washington, D. C.

ORDNANCE OFFICERS' TRAINING CAMPS

Camp Meade, Admiral, Md.

ENGINEER OFFICERS' TRAINING CAMPS

Camp Lee, Petersburg, Va.
Camp Humphrey, Belvoir, Va.

ORDNANCE MOTOR INSTRUCTION SCHOOLS

Motor Equipment Instruction School, Peoria, Ill. (Tank.)
Motor Equipment Instruction School, Kenosha, Wis.
Motor Equipment Instruction School, Clintonville, Wis.

SIGNAL CORPS OFFICERS' TRAINING CAMPS

Camp Alfred Vail, Little Silver, N. J.
Camp J. B. Morse, Leon Springs, Tex.
Fort Leavenworth, Tex.

AVIATION SECTION

Flying Schools

Call Field, Wichita Falls, Tex.
Chandler Field, Essington, Pa.
Chanute Field, Rantoul, Ill.
Ellington Field, Houston, Tex.
Rich Field, Waco, Tex.
Rockwell Field, San Diego, Cal.
Scott Field, Belleville, Ill.
Selfridge Field, Mt. Clemens, Mich.

Gerstner Field, Lake Charles, La.
Hazelhurst Field, Mineola, N. Y.
Kelly Field, No. 1, San Antonio, Tex.
Kelly Field, No. 2, San Antonio, Tex.
Love Field, Dallas, Tex.
Eberts Field, Lonoke, Ark.
Taylor Field, Montgomery, Ala.
Dorr Field, Arcadia, Fla. (Field No. 2)
Park Field, Millington, Tenn.
Post Field, Fort Sill, Okla.
Taliaferro Field, No. 1, Fort Worth, Tex. (Hicks.)
Barron Field, Fort Worth, Tex.
Taliaferro Field, No. 3, Fort Worth, Tex. (Benbrook.)
Wilbur Wright Field, Dayton, Ohio
Brooks Field, San Antonio, Tex.
Carlstrom Field, Arcadia, Fla. (Field No. 1.)

Experimental Aviation Fields

Langley Field, Hampton, Va.
McCook Field. (Address—Airplane Engineering Dept., Signal Corps, Lindsey Building, Dayton, Ohio.)

Miscellaneous Schools

Aërial Photographic School, Hampton, Va.
Army Balloon School, Fort Omaha, Neb.
Ground Officers' Training School, Kelly Field No. 2, San Antonio, Tex.
School for Aërial Observers, Fort Sill, Okla.
Civilian Balloon School, San Antonio, Tex.
Civilian Balloon School, Macon, Ga.
Radio School, College Park, Md.
Radio School, Camp Alfred Vail, Little Silver, N. J.
Missouri Aëronautical School, (Army Balloon School), St. Louis, Mo.

Photographic Schools

Langley Field, Hampton, Va.
Cornell University, Ithaca, N. Y.
Fort Sill, Okla. (Post Field)
Columbia University, New York City

Ground Schools

School of Military Aëronautics, Cornell University, Ithaca, N. Y.
School of Military Aëronautics, Princeton University, Princeton, N. J.
School of Military Aëronautics, University of Illinois, Urbana, Ill.
School of Military Aëronautics, University of Texas, Austin, Texas
School of Military Aëronautics, University of California, Berkeley, Cal.
Massachusetts Institute of Technology, Cambridge, Mass. (Engineer Officers.)
Georgia School of Technology, Atlanta, Ga. (Supply Officers.)
University of Ohio, Columbus, Ohio. (Adjutants.)

WAR PRISON BARRACKS

Fort Oglethorpe, Ga.
Fort Douglas, Utah
Fort McPherson, Ga.

U. S. ARMY GENERAL HOSPITALS

U. S. Army General Hospital No. 1, Bainbridge Ave. and Gun Hill Rd., New York City.
U. S. Army General Hospital No. 2, Fort McHenry, Md.
U. S. Army General Hospital No. 3, Colonia, N. J.
U. S. Army General Hospital No. 4, Fort Porter, N. Y.
U. S. Army General Hospital No. 5, Fort Ontario, N. Y.

U. S. Army General Hospital No. 6, Fort McPherson, Ga.
U. S. Army General Hospital No. 7, Roland Park, Baltimore, Md.
U. S. Army General Hospital No. 8, Otisville, N. Y.
U. S. Army General Hospital No. 9, Lakewood, N. J.
U. S. Army General Hospital No. 10, Fox Hills, N. Y.
U. S. Army General Hospital No. 11, Cape May, N. J.
U. S. Army General Hospital No. 12, Biltmore, N. C.
U. S. Army General Hospital No. 13, Richmond, Va.
U. S. Army General Hospital No. 14, Camp Forrest, Ga.
U. S. Army General Hospital No. 15, Corpus Christi, Texas.
U. S. Army General Hospital No. 16, New Haven, Conn.
U. S. Army General Hospital No. 17, Markleton, Pa.
U. S. Army General Hospital No. 18, Waynesville, N. C.
U. S. Army General Hospital No. 19, Azalea, N. C.
U. S. Army General Hospital No. 20, Whipple Barracks, Ariz.
U. S. Army General Hospital No. 21, Denver, Col.
U. S. Army General Hospital No. 22, Richmond, Va.
U. S. Army General Hospital No. 23, Hot Springs, N. C.
U. S. Army General Hospital No. 24, Pittsburgh, Pa., Park View Station.
U. S. Army General Hospital No. 25, Fort Benjamin Harrison, Ind.
U. S. Army General Hospital No. 26, Fort Des Moines, Iowa.
U. S. Army General Hospital No. 27, Fort Douglas, Utah.
U. S. Army General Hospital No. 30, Plattsburg Barracks, N. Y.
U. S. Army General Hospital No. 31, Carlisle, Pa.
U. S. Army General Hospital No. 33, Fort Logan W. Roots, Ark.
U. S. Army General Hospital No. 34, Norfolk, Mass.
U. S. Army General Hospital No. 35, West Baden Springs, Ind.
U. S. Army General Hospital No. 36, Detroit, Mich. (Formerly Ford Hospital.)
U. S. Army General Hospital No. 37, Madison Barracks, N. Y.
Army and Navy General Hospital, Hot Springs, Ark.
Walter Reed General Hospital, Takoma Park, Washington, D. C.
Letterman General Hospital, Presidio of San Francisco, Cal.
Army General Hospital, Fort Bayard, N. Mex.

RESERVE OFFICERS' TRAINING CAMP

Fort Oglethorpe, Ga. Leon Springs, Texas
(Also one training camp in each National Army and National Guard Division.)

603. List of Naval Training Stations and Special Schools where Men of the Navy are being Trained

1ST NAVAL DISTRICT

Portsmouth, N. H.	Navy Yard Camp.
Boston, Mass.	Bumkin Island Training Camp.
Boston, Mass.	Hingham Training Camp.

Boston, Mass.	Aviation Ground School (Massachusetts Institute of Technology).
Boston, Mass.	Commissary Schools—Receiving ship (Commonwealth Pier).
Boston, Mass.	Deer Island Training Camp.
Boston, Mass.	Communication Officers' School.
Cambridge, Mass.	Navy Radio Schools.
Cambridge, Mass.	Harvard University—Officers' Material School.
Readville, Mass.	Meteorological School.
Quincy, Mass.	Fuel Oil School—Fore River Shipbuilding Co.
Wakefield, Mass.	Navy Rifle Range.

2ND NAVAL DISTRICT

Newport, R. I.	Naval Training Station.
Newport, R. I.	Officers' Material School—Cloyns School House.
Newport, R. I.	Torpedo Station.
New London, Conn.	Submarine Base.
New London, Conn.	Naval District Base—Listeners' School—Diving School—Radio Telephone School.

3RD NAVAL DISTRICT

New Haven, Conn.	Section Base.
New York, N. Y.	Navy Yard (Armed Guard).
New York, N. Y.	Columbia University Gas Engine School.
New York, N. Y.	Cooks' School, 128 East Fifty-ninth St.
New York, N. Y.	Naval Training Camp, Pelham Bay Park.
Bensonhurst, Long Island	Training Camp.
Bay Shore, Long Island	Aviation Ground School.
Rockaway, Long Island	Aviation Mechanics' School.
Keyport, N. J.	Aviation Mechanics' School.
Hoboken, N. J.	Officers' Material School—N. A. R. Engineers.
Jersey City, N. J.	Oxy-Acetylene Welders' School.

4TH NAVAL DISTRICT

Philadelphia, Pa.	Aviation Mechanics' School.
Philadelphia, Pa.	Receiving Ship.
Philadelphia, Pa.	Quartermasters' School.
Philadelphia, Pa.	Fuel Oil School.
Philadelphia, Pa.	Cooks' School–Naval Home.
Philadelphia, Pa.	Radio School.
Philadelphia, Pa.	Officers' Material School.
Cape May, N. J.	Naval Reserve Training Camp.
Cape May, N. J.	Section Base.
Princeton, N. J.	Officers' Material School for the Pay Corps.

5TH NAVAL DISTRICT

Norfolk, Va.	Naval Training Station.
Hampton Roads, Va.	Naval Training Station.
U. S. Naval Academy	Reserve Officers' School.
Washington, D. C.	Navy Yard—Optical Repair School and Seaman Gun School.
Washington, D. C.	Division of Operations—Communication Officers' School.
Radio, Va.	Radio School (High Power).

6TH NAVAL DISTRICT

Charleston, S. C.	Naval Training Camp.
Mt. Pleasant, S. C.	Rifle Range.

7TH NAVAL DISTRICT

Key West, Fla.	Naval Training Camp.
Miami, Fla.	Aviation Mechanical School.

8TH NAVAL DISTRICT

New Orleans, La.	Naval Training Camp.
West End Park, New Orleans, La.	Naval Training Camp.
Gulfport, Miss.	Naval Training Camp.
Pensacola, Fla.	Aviation Mechanics' School.

9TH, 10TH, AND 11TH NAVAL DISTRICTS

Great Lakes, Ill.	Naval Training Station.
Great Lakes, Ill.	Aviation Mechanical Schools.
Great Lakes, Ill.	Armorers' School.
Zion City, Ill.	Naval Rifle Range.
Chicago, Ill.	Officers' Material School, N. A. R. (deck)—Municipal Pier.
Minneapolis, Minn.	Aviation Mechanics' School.
Minneapolis, Minn.	Dunwoody Institute Training School.
Detroit, Mich.	Liberty Motor School—Packard Motor Co.
Detroit, Mich.	Naval Training Camp (Ford Boats).
Cleveland, Ohio	N. A. R. School.
Akron, Ohio	Kite Balloon School.
Buffalo, N. Y.	Aviation Mechanical Schools—(Curtiss Aeroplane Works).

12TH NAVAL DISTRICT

San Francisco, Cal.	Navy Yard Camp (Mare Island).
San Francisco, Cal.	Naval Training Station.
San Diego, Cal.	Naval Training Camp.
San Diego, Cal.	Aviation Mechanical Schools (North Island).
San Pedro, Cal.	Naval Training Camp.
San Pedro, Cal.	Submarine Base.

13TH NAVAL DISTRICT

Bramerton, Wash.	Navy Yard Camp.
Seattle, Wash.	University of Washington—District Officers' Material School.
Seattle, Wash.	Naval Training Camp.
Seattle, Wash.	Aviation Ground School.
Keyport, Wash.	Diving School.
Keyport, Wash.	Torpedo Class.

15TH NAVAL DISTRICT

Coco Solo, Canal Zone	Submarine Base.

604. United States Marine Corps Stations and Posts

RECEIVING DEPOTS AND TRAINING CAMPS

Receiving Depot, Marine Barracks, Navy Yard, Mare Island, Cal.
Receiving Depot, Marine Barracks, Paris Island, S. C.
Training and Embarkation Camp, Quantico, Va.

STATIONS AND POSTS AT WHICH UNITED STATES MARINES ARE SERVING

Marine Barracks, Navy Yard, Portsmouth, N. H.
Marine Detachment, U. S. Naval Prison, Navy Yard, Portsmouth, N. H.
Marine Barracks, Navy Yard, Boston, Mass.
Marine Detachment, U. S. Naval Prison (Receiving Ship), Navy Yard, Boston, Mass.
Marine Detachment, Radio Station, Highland Light, Cape Cod, Mass.
Marine Detachment, French Cable Co.'s Station, Orleans, Mass.
Marine Detachment, Postal Telegraph and Cable Station, Rockport, Mass.
Marine Detachment, U. S. Naval Radio Station, South Wellfleet, Mass.
Marine Detachment, U. S. Naval Hospital, Chelsea, Mass.
Marine Barracks, U. S. Naval Ammunition Depot, Hingham, Mass.
Marine Barracks, Navy Yard, New York, N. Y.
Marine Detachment, U. S. Naval Hospital, Navy Yard, New York, N. Y.
Marine Detachment, U. S. Naval Ammunition Depot, Iona Island, N. Y.
Marine Detachment, U. S. Naval Ammunition Depot, Dover, N. J.
Marine Detachment, U. S. Naval Ammunition Depot, Fort Lafayette, N. Y.
Marine Detachment, Radio Station, New Brunswick, N. J.
Marine Detachment, Radio Station, Belmar, N. J.
Marine Detachment, Radio Station, Sayville, L. I.
Marine Detachment, Radio Station, Tuckerton, N. J.
Marine Barracks, Navy Yard, Philadelphia, Pa.
Marine Detachment, U. S. Naval Ammunition Depot, Fort Mifflin, Philadelphia, Pa.
Marine Detachment, Reina Mercedes, U. S. Naval Academy, Annapolis, Md.
Marine Detachment, Radio Station, Greenbury Point, Md.
Marine Barracks, Washington, D. C.
Marine Barracks, Navy Yard, Washington, D. C.

Marine Detachment, U. S. Naval Hospital, Washington, D. C.
Marine Barracks, U. S. Naval Proving Ground, Indian Head, Md.
Marine Detachment, U. S. Naval Radio Station, Radio, Va.
Marine Barracks, Navy Yard, Charleston, S. C.
Marine Barracks, Navy Yard, Norfolk, Va.
Marine Detachment, U. S. Naval Ammunition Depot, St. Juliens Creek, Va.
Marine Barracks, Paris Island, S. C.
Marine Barracks, Quantico, Va.
Marine Barracks, U. S. Naval Station, Key West, Fla.
Marine Barracks, U. S. Naval Air Station, Pensacola, Fla.
Marine Barracks, U. S. Naval Station, New Orleans, La.
Marine Barracks, U. S. Naval Ammunition Depot, New London, Conn.
Marine Barracks, San Diego, Cal.
Marine Detachment, U. S. Naval Radio Station, San Diego, Cal.
Marine Detachment, Radio Station, Chollas Heights, Cal.
Marine Detachment, Radio Station, Point Arguello, Cal., via Surf, Cal.
Marine Detachment, U. S. Naval Coaling Station, La Playa, Cal.
Marine Detachment, Radio Station, Inglewood, Cal.
Marine Detachment, Radio Station, East San Pedro, Cal.
Marine Barracks, Navy Yard, Mare Island, Cal.
Marine Detachment, U. S. Naval Prison, Navy Yard, Mare Island, Cal.
Marine Barracks, Recruit Depot, Navy Yard, Mare Island, Cal.
Marine Detachment, U. S. Naval Coaling Station, Tiburon, Cal.
Marine Detachment, Radio Station, Bolinas, Cal.
Marine Detachment, Radio Station, Eureka, Cal., via Loleta, Cal.
Marine Detachment, Radio Station, Marshfield, Oreg.
Marine Detachment, Radio Station, Marshall, Cal.
Marine Barracks, Navy Yard, Puget Sound, Wash.
Marine Detachment, U. S. Naval Torpedo Station, Keyport, Wash.
Marine Detachment, Radio Station, Tatoosh, Tatoosh Island, via Port Crescent, Wash.
Marine Detachment, Radio Station, North Head, via Ilwaco, Wash.
Marine Detachment, Astoria High Power Radio Station, Astoria, Oreg.
Marine Detachment, Radio Station, Lents, Oreg.
Marine Detachment, U. S. Naval Hospital, Fort Lyon, Col.
Marine Detachment, American Embassy, London, England.
Marine Detachment, U. S. Navy Office, London, England.
Marine Detachment, Headquarters, U. S. Naval Air Service, Paris, France.
Marine Barracks, American Legation, Peking, China.
Marine Barracks, U. S. Naval Station, Cavite, P. I.
Marine Barracks, U. S. Naval Station, Olongapo, P. I.
Marine Barracks, Guam.
Marine Barracks, Pearl Harbor, T. H.
Marine Barracks, U. S. Naval Station, Guantanamo, Cuba.
Marine Barracks, Managua, Nicaragua.
Marine Detachment, Radio Station, San Juan, Porto Rico.
Headquarters, 1st Brigade, Port au Prince, Haiti, via Postmaster, N. Y.

Headquarters, 2nd Brigade, Santo Domingo City, D. R., via Postmaster, N. Y.
Headquarters, 3rd Brigade, U. S. Naval Station, Guantanamo, Cuba, via Postmaster, N. Y.
Headquarters, 4th Brigade, American Expeditionary Forces, France, via Postmaster, N. Y.
Headquarters, Gendarmerie d'Haiti, Port au Prince, Haiti, via Postmaster, N. Y.
Headquarters, Guardia Nacional, Santo Domingo, D. R., via Postmaster, N. Y.

605. The War Risk Insurance Act

With Amendments prior to July 1, 1918. This publication contains only the provisions relating to the division of military and naval insurance.

AN ACT to authorize the establishment of a Bureau of War Risk Insurance in the Treasury Department.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

ARTICLE I

Section 1. That there is established in the Treasury Department a Bureau to be known as the Bureau of War Risk Insurance, the director of which shall receive a salary at the rate of $5,000 per annum.

That there be in such bureau a Division of Marine and Seamen's Insurance and a Division of Military and Naval Insurance in charge of a commissioner of Marine and Seamen's Insurance and a commissioner of Military and Naval Insurance, respectively each of whom shall receive a salary of $4,000 per annum.

* * * * *

Section 13. That the director, subject to the general direction of the Secretary of the Treasury, shall administer, execute, and enforce the provisions of this Act, and for that purpose have full power and authority to make rules and regulations not inconsistent with the provisions of this Act, necessary or appropriate to carry out its purposes, and shall decide all questions arising under the Act, except as otherwise provided in section five. Wherever under any provision or provisions of the Act regulations are directed or authorized to be made, such regulations, unless the context otherwise requires, shall or may be made by the director, subject to the general direction of the Secretary of the Treasury. The director shall adopt reasonable and proper rules to govern the procedure of the divisions and to

regulate and provide for the nature and extent of the proofs and evidence and the method of taking and furnishing the same in order to establish the right to benefits of allowance, allotment, compensation, or insurance provided for in this Act, the forms of application of those claiming to be entitled to such benefits, the methods of making investigations and medical examinations, and the manner and form of adjudications and awards: *Provided, however*, That payment to any attorney or agent for such assistance as may be required in the preparation and execution of the necessary papers shall not exceed $3 in any one case: *And provided further*, That no claim agent or attorney shall be recognized in the presentation or adjudication of claims under articles two, three, and four, except that in the event of disagreement as to a claim under the contract of insurance between the bureau and any beneficiary or beneficiaries thereunder an action on the claim may be brought against the United States in the district court of the United States in and for the district in which such beneficiaries or any one of them resides, and that whenever judgment shall be rendered in an action brought pursuant to this provision the court, as part of its judgment, shall determine and allow such reasonable attorney's fees, not to exceed five per centum of the amount recovered, to be paid by the claimant in behalf of whom such proceedings were instituted to his attorney, said fee to be paid out of the payments to be made to the beneficiary under the judgment rendered at a rate not exceeding one-tenth of each of such payments until paid.

Any person who shall, directly or indirectly, solicit, contract for, charge, or receive, or who shall attempt to solicit, contract for, charge, or receive any fee or compensation, except as herein provided, shall be guilty of a misdemeanor, and for each and every offense shall be punishable by a fine of not more than $500 or by imprisonment at hard labor for not more than two years, or by both such fine and imprisonment.

Sec. 14. That the bureau and its divisions shall have such deputies, assistants, actuaries, clerks, and other employees as may be from time to time provided by Congress. The bureau shall, by arrangement with the Secretary of War and the Secretary of the Navy, respectively, make use of the services of surgeons in the Army and Navy. The Secretary of the Treasury is authorized to establish an advisory board consisting of three members skilled in the practice of insurance against death or disability for the purpose of assisting

the Division of Military and Naval Insurance in fixing premium rates and in the adjustment of claims for losses under the contracts of insurance provided for in Article IV and in adjusting claims for compensation under Article III; compensation for the persons so appointed to be determined by the Secretary of the Treasury, but not to exceed $20 a day each while actually employed.

Sec. 15. That for the purposes of this Act, the director, commissioners, and deputy commissioners shall have power to issue subpœnas for and compel the attendance of witnesses within a radius of one hundred miles, to require the production of books, papers, documents, and other evidence, to administer oaths, and to examine witnesses upon any matter within the jurisdiction of the bureau. The director may obtain such information and such reports from officials and employees of the departments of the Government of the United States and of the States as may be agreed upon by the heads of the respective departments. In case of disobedience to a subpœna, the bureau may invoke the aid of any district court of the United States in requiring the attendance and testimony of witnesses and the production of documentary evidence, and such court, within the jurisdiction of which the inquiry is carried on, may, in case of contumacy or refusal to obey a subpœna issued to any officer, agent, or employee of any corporation or other person, issue an order requiring such corporation or other person to appear before the bureau, or to give evidence touching the matter in question; and any failure to obey such order of the court may be punished by such court as a contempt thereof. Any person so required to attend as a witness shall be allowed and paid the same fees and mileage as are paid witnesses in the district courts of the United States.

Sec. 16. That the director shall submit annually to the Secretary of the Treasury estimates of the appropriations necessary for the work of the bureau.

Sec. 17. That for the purpose of carrying out the provisions of this Act there is hereby appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of $100,000, for the payment of all expenses incident to the work authorized under this Act, including salaries of the director and commissioners and of such deputies, assistants, accountants, experts, clerks, and other employees in the District of Columbia or elsewhere as the Secretary of the Treasury may deem necessary, travelling expenses, rent and equipment of offices, typewriters and exchange of same, purchase of

law books and books of reference, printing and binding to be done at the Government Printing Office, and all other necessary expenses. With the exception of the director, the commissioners, and such special experts as the Secretary of the Treasury may from time to time find necessary for the conduct of the work of the bureau, all employees of the bureau shall be appointed from lists of eligibles to be supplied by the Civil Service Commission and in accordance with the civil-service law. Such fees, allowances, and salaries shall be the same as are paid for similar services in other departments of the Government.

Sec. 18. That there is hereby appropriated from any money in the Treasury not otherwise appropriated, the sum of $141,000,000, to be known as the military and naval family allowance appropriation, for the payment of the family allowances provided by Article II. Payments out of this appropriation shall be made upon and in accordance with awards by the Commissioner of the Division of Military and Naval Insurance.

Sec. 19. That there is hereby appropriated, from any money in the Treasury not otherwise appropriated, the sum of $12,150,000, to be known as the military and naval compensation appropriation, for the payment of the compensation, funeral expenses, services, and supplies provided by Article III. Payments out of this appropriation shall be made upon and in accordance with awards by the director.

Sec. 20. That there is hereby appropriated, from any money in the Treasury not otherwise appropriated, the sum of $23,000,000, to be known as the military and naval insurance appropriation. All premiums that may be collected for the insurance provided by the provisions of Article IV shall be deposited and covered into the Treasury to the credit of this appropriation.

Such sum, including all premium payments, is hereby made available for the payment of the liabilities of the United States incurred under contracts of insurance made under the provisions of Article IV. Payments from this appropriation shall be made upon and in accordance with awards by the director.

Sec. 21. That there shall be set aside as a separate fund in the Treasury, to be known as the military and naval pay deposit fund, all sums held out of pay as provided by section two hundred and three of this Act. Such fund, including all additions, is hereby made available for the payment of the sums so held and deposited, with

interest, as provided in section two hundred and three, and the amount necessary to pay interest is hereby appropriated.

Sec. 22. That for the purpose of this amendatory Act the marriage of the claimant to the person on account of whom the claim is made shall be shown—

(1) By a duly verified copy of a public or church record; or

(2) By the affidavit of the clergyman or magistrate who officiated; or

(3) By the testimony of two or more eyewitnesses to the ceremony; or

(4) By a duly verified copy of the church record of baptism of the children; or

(5) By the testimony of two or more witnesses who know that the parties lived together as husband and wife, and were recognized as such, and who shall state how long, within their knowledge, such relation continued: *Provided*, That marriages, except such as are mentioned in section forty-seven hundred and five of the Revised Statutes, shall be proven in compensation or insurance cases to be legal marriages according to the law of the place where the parties resided at the time of marriage or at the time when the right to compensation or insurance accrued; and the open and notorious illicit cohabitation of a widow who is a claimant shall operate to terminate her right to compensation or insurance from the commencement of such cohabitation: *Provided further*, That for the purpose of the administration of Article II of this Act marriage shall be conclusively presumed, in the absence of proof, that there is a legal spouse living, if the man and woman have lived together in the openly acknowledged relation of husband and wife during the two years immediately preceding the date of the declaration of war, or the date of enlistment or of entrance into or employment in active service in the military or naval forces of the United States if subsequent to such declaration.

In Articles II, III, and IV of this Act unless the context otherwise requires—

(1) The term 'child' includes—

(*a*) A legitimate child.

(*b*) A child legally adopted more than six months before the enactment of this amendatory Act or before enlistment or entrance into or employment in active service in the military or naval forces of the United States, whichever of these dates is the later.

(*c*) A stepchild, if a member of the man's household.

(*d*) An illegitimate child, but, as to the father, only, if acknowledged by instrument in writing signed by him, or if he has been judicially ordered or decreed to contribute to such child's support, and if such child, if born after December thirty-first, nineteen hundred and seventeen, shall have been born in the United States, or in its insular possessions.

(2) The term 'grandchild' means a child as above defined of a child as above defined.

(3) Except as used in section four hundred and one and in section four hundred and two the terms 'child' and 'grandchild' are limited to unmarried persons either (*a*) under eighteen years of age, or (*b*) of any age, if insane, idiotic, or otherwise permanently helpless.

(4) The term 'parent' includes a father, mother, grandfather, grandmother, father through adoption, mother through adoption, stepfather, and stepmother, either of the person in the service or of the spouse.

(5) The terms 'brother' and 'sister' include brothers and sisters of the half blood as well as those of the whole blood, stepbrothers and stepsisters, and brothers and sisters through adoption.

(6) The term 'commissioned officer' includes a warrant officer, but includes only an officer in active service in the military or naval forces of the United States.

(7) The terms 'man' and 'enlisted man' mean a person, whether male or female, and whether enlisted, enrolled, or drafted into active service in the military or naval forces of the United States, and include noncommissioned and petty officers, and members of training camps authorized by law.

(8) The term 'enlistment' includes voluntary enlistment, draft, and enrollment in active service in the military or naval forces of the United States.

(9) The term 'commissioner' means the Commissioner of Military and Naval Insurance.

(10) The term 'injury' includes disease.

(11) The term 'pay' means the pay for service in the United States according to grade and length of service, excluding all allowances.

(12) The term 'military or naval forces' means the Army, the Navy, the Marine Corps, the Coast Guard, the Naval Reserves, the National Naval Volunteers, and any other branch of the United States service while serving pursuant to law with the Army or the Navy.

Sec. 23. That when, by the terms of this amendatory Act, any payment is to be made to a minor, other than a person in the military or naval forces of the United States, or to a person mentally incompetent, such payment shall be made to the person who is constituted guardian or curator by the laws of the State or residence of claimant, or is otherwise legally vested with responsibility or care of the claimant.

Sec. 24. That the Bureau of War Risk Insurance, so far as practicable, shall upon request furnish information to and act for persons in the military or naval service, with respect to any contracts of insurance whether with the Government or otherwise, as may be prescribed by regulations. Said bureau may upon request procure from and keep a record of the amount and kind of insurance held by every commissioned and appointive officer and of every enlisted man in the military or naval service of the United States, including the name and principal place of business of the company, society, or organization in which such insurance is held, the date of the policy, amount of premium, name and relationship of the beneficiary, and such other data as may be deemed of service in protecting the interests of the insured and beneficiaries.

Sec. 25. That whoever in any claim for family allowance, compensation, or insurance, or in any document required by this Act or by regulation made under this Act, makes any statement of a material fact knowing it to be false, shall be guilty of perjury and shall be punished by a fine of not more than $5,000, or by imprisonment for not more than two years or both.

Sec. 26. That if any person entitled to payment of family allowance or compensation under this Act, whose right to such payment under this Act ceases upon the happening of any contingency, thereafter fraudulently accepts any such payment, he shall be punished by a fine of not more than $2,000, or by imprisonment for not more than one year, or both.

Sec. 27. That whoever shall obtain or receive any money, check, allotment, family allowance, compensation, or insurance under Articles II, III, or IV of this Act, without being entitled thereto, with intent to defraud the United States or any person in the military or naval forces of the United States, shall be punished by a fine of not more than $2,000, or by imprisonment for not more than one year, or both.

Sec. 28. That the allotments and family allowances, compensation, and insurance payable under Articles II, III, and IV, respectively, shall not be assignable; shall not be subject to the claims of creditors of any person to whom an award is made under Articles II, III, or IV; and shall be exempt from all taxation: *Provided*, That such allotments and family allowances, compensation, and insurance shall be subject to any claims which the United States may have, under Articles II, III, and IV, against the person on whose account the allotments and family allowances, compensation, or insurance is payable.

Sec. 29. That the discharge or dismissal of any person from the military or naval forces on the ground that he is an enemy alien, conscientious objector, or a deserter, or as guilty of mutiny, treason, spying, or any offense involving moral turpitude, or willful and persistent misconduct shall terminate any insurance granted on the life of such person under the provisions of Article IV, and shall bar all rights to any compensation under Article III or any insurance under Article IV.

Sec. 20. That this Act may be cited as the War-Risk Insurance Act.

Article II

ALLOTMENTS AND FAMILY ALLOWANCES

Sec. 200. That the provisions of this article shall apply to all enlisted men in the military or naval forces of the United States, except the Philippine Scouts, the insular force of the Navy, and the Samoan native guard and band of the Navy.

Sec. 201. That allotment of pay shall, subject to the conditions, limitations, and exceptions hereinafter specified, be compulsory as to wife, a former wife divorced who has not remarried and to whom alimony has been decreed, and a child, and voluntary as to any other person; but on the written consent of the wife or former wife divorced, supported by evidence satisfactory to the bureau of her ability to support herself and the children in her custody, the allotment for her and for such children may be waived; and on the enlisted man's application or otherwise for good cause shown, exemption from the allotment may be granted upon such conditions as may be prescribed by regulations.

The monthly compulsory allotment shall be $15. For a wife living separate and apart from her husband under court order or written

agreement, or for a former wife divorced, the monthly compulsory allotment shall not exceed the amount specified in the court order, decree, or written agreement to be paid to her, and for an illegitimate child, to whose support the father has been judicially ordered or decreed to contribute, it shall not exceed the amount fixed in the order or decree.

If there is a compulsory allotment for a wife or child, then a former wife divorced who has not remarried and to whom alimony has been decreed, shall not be entitled to a compulsory allotment, but shall be entitled to a family allowance as hereinafter provided.[1]

Sec. 202. That the enlisted man may allot any proportion or proportions or any fixed amount or amounts of his monthly pay or of the proportion thereof remaining after the compulsory allotment, for such purposes and for the benefit of such person or persons as he may direct, subject, however, to such conditions and limitations as may be prescribed under regulations to be made by the Secretary of War and the Secretary of the Navy, respectively.

Sec. 203. That in case one-half of an enlisted man's monthly pay is not allotted, regulations to be made by the Secretary of War and the Secretary of the Navy, respectively, may require, under circumstances and conditions as may be prescribed in such regulations, that any proportion of such one-half pay as is not allotted shall be deposited to his credit, to be held during such period of his service as may be prescribed. Such deposit shall bear interest at the same rate as United States bonds bear for the same period, and, when payable, shall be paid principal and interest to the enlisted man, if living, otherwise to any beneficiary or beneficiaries he may have designated, or if there be no such beneficiary, then to the person or persons who, under the laws of the State of his residence, would be entitled to his personal property in case of intestacy.

Sec. 204. That a family allowance of not exceeding $50 per month shall be granted and paid by the United States upon written application to the bureau by such enlisted man or by or on behalf of any prospective beneficiary, in accordance with and subject to the conditions, limitations, and exceptions hereinafter specified.

The family allowance shall be paid from the time of enlistment to death in or one month after discharge from the service, but not for more than one month after the termination of the present war emer-

[1] This section as amended takes effect on the 1st day of July, 1918.

gency. No family allowance shall be made for any period preceding November first, nineteen hundred and seventeen. The payment shall be subject to such regulations as may be prescribed relative to cases of desertion and imprisonment and of missing men.

Class A. In the case of a man to his wife (including a former wife divorced) and to his child or children—

(*a*) If there is a wife but no child, $15.

(*b*) If there is a wife and one child, $25.

(*c*) If there is a wife and two children, $32.50, with $5 per month additional for each additional child.

(*d*) If there is no wife, but one child, $5.

(*e*) If there is no wife, but two children, $12.50.

(*f*) If there is no wife, but three children, $20.

(*g*) If there is no wife, but four children, $30, with $5 per month additional for each additional child.

(*h*) If there is a former wife divorced who has not remarried and to whom alimony has been decreed, $15.

Class B. In the case of a man or woman to a grandchild, a parent, brother, or sister—

(*a*) If there is one parent, $10.

(*b*) If there are two parents, $20.

(*c*) If there is a grandchild, brother, sister, or additional parent, $5 for each.

In the case of a woman, the family allowances for a husband and children shall be in the same amounts, respectively, as are payable, in the case of a man, to a wife and children, provided she makes a voluntary allotment of $15 as a basis therefor, and provided, further, that dependency exists as required in section two hundred and six.[1]

Sec. 205. That family allowances for members of class A shall be paid only if and while a compulsory allotment is made to a member or members of such class. The monthly family allowance to a former wife divorced shall be payable only out of the difference, if any, between the monthly family allowance to the other members of class A and the sum of $50, and only then if alimony shall have been decreed to her. For a wife living separate and apart under court order or written agreement or to a former wife divorced the monthly allowance, together with the allotment, if any, shall not exceed the amount specified in the court order, decree, or written agreement to be paid to her. For an illegitimate child, to whose support the father has been judicially ordered or decreed to contribute, it shall not exceed the amount fixed in the order or decree.

[1] This section as amended takes effect on the 1st day of July, 1918.

Sec. 206. That family allowances to members of class B shall be paid only if and while the members are dependent in whole or in part on the enlisted man, and then only if and while the enlisted man makes a monthly allotment of his pay for such members in the following amounts:

(*a*) If an enlisted man is not making a compulsory allotment for class A the allotment for class B required as a condition to the family allowance shall be $15.

(*b*) If an enlisted man is making a compulsory allotment for class A the additional allotment for class B required as a condition to the family allowance shall be $5, or if a woman is making an allotment of $15 for a dependent husband or child the additional allotment for the other members of class B required as a condition to the family allowance shall be $5.[1]

Sec. 207. That the amount of the family allowance to members of class B shall be subject to each of the following limitations:

(*a*) If an allowance is paid to one or more beneficiaries of class A, the total allowance to be paid to the beneficiaries of class B shall not exceed the difference between the allowance paid to the beneficiaries of class A and the sum of $50.

(*b*) The total monthly allowance to beneficiaries of class B added to the enlisted man's monthly allotment to them shall not exceed the average sum habitually contributed by him to their support monthly during the period of dependency but not exceeding a year immediately preceding his enlistment or the enactment of this amendatory Act.

Sec. 208. That as between the members of class A and as between the members of class B, the amount of the allotment and family allowance shall be apportioned as may be prescribed by regulations.

Sec. 209. The War and Navy Departments, respectively, shall pay over to the Treasury Department monthly the entire amount of such allotments for distribution to the beneficiaries, and the allotments and family allowances shall be paid by the bureau to or for the beneficiaries.

Sec. 210. That upon receipt of any application for family allowance, the commissioner shall make all proper investigations and shall make an award, on the basis of which award the amount of the allotments to be made by the man shall be certified to the War Department or Navy Department, as may be proper. Whenever the commissioner shall have reason to believe that an allowance has been improperly made or that the conditions have changed, he shall investigate or reinvestigate and may modify the award. The amount of

[1] This section as amended takes effect on the 1st day of July, 1918.

each monthly allotment and allowance shall be determined according to the family conditions existing on the first day of the month.[1]

[Provided, however, That whenever the commissioner shall by further investigation or reinvestigation modify the existing award, no reimbursement from the person receiving an allowance shall be required for allotments and allowances already paid nor shall any deductions be made from allotments and allowances to be paid in the future for any change in award made in previous allotments and allowances, except where it is conclusively shown that the person receiving the allowance does not bear the relationship to the enlisted man which is required by the Act and except in cases of manifest fraud.[2]]

Article III

COMPENSATION FOR DEATH OR DISABILITY

Sec. 300. That for death or disability resulting from personal injury suffered or disease contracted in the line of duty, by any commissioned officer or enlisted man or by any member of the Army Nurse Corps (female) or of the Navy Nurse Corps (female) when employed in the active service under the War Department or Navy Department, the United States shall pay compensation as hereinafter provided; but no compensation shall be paid if the injury or disease has been caused by his own willful misconduct: *Provided*, That for the purposes of this section said officer, enlisted man, or other member shall be held and taken to have been in sound condition when examined, accepted, and enrolled for service: *Provided further*, That this section, as amended, shall be deemed to become effective as of October sixth, nineteen hundred and seventeen.

Sec. 301. That if death results from injury—

If the deceased leaves a widow or child, or if he leaves a mother or father either or both dependent upon him for support, the monthly compensation shall be the following amounts:

(*a*) If there is a widow but no child, $25.

(*b*) If there is a widow and one child, $35.

(*c*) If there is a widow and two children, $42.50, with $5 for each additional child up to two.

(*d*) If there is no widow, but one child, $20.

(*e*) If there is no widow, but two children, $30.

[1] This section as amended takes effect on the 1st day of July, 1918.

[2] The second paragraph of Section 210 was enacted February 25, 1919.]

(*f*) If there is no widow, but three children, $40, with $5 for each additional child up to two.

(*g*) If there is a dependent mother (or dependent father), $20, or both, $30. The amount payable under this subdivision shall not exceed the difference between the total amount payable to the widow and children and the sum of $75. This compensation shall be payable for the death of but one child, and no compensation for the death of a child shall be payable if the dependent mother is in receipt of compensation under the provisions of this article for the death of her husband. Such compensation shall be payable whether the dependency of the father or mother or both arises before or after the death of the person, but no compensation shall be payable if the dependency arises more than five years after the death of the person.

If the death occurs before discharge or resignation from service, the United States shall pay for burial expenses and the return of the body to his home a sum not to exceed $100, as may be fixed by regulations.

The payment of compensation to a widow shall continue until her death or remarriage.

The payment of compensation to or for a child shall continue until such child reaches the age of eighteen years or marries, or if such child be incapable, because of insanity, idiocy, or being otherwise permanently helpless, then during such incapacity.

Whenever the compensation payable to or for the benefit of any person under the provisions of this section is terminated by the happening of the contingency upon which it is limited, the compensation thereafter for the remaining beneficiary or beneficiaries, if any, shall be the amount which would have been payable to them if they had been the sole original beneficiaries.

As between the widow and the children not in her custody, and as between children, the amount of the compensation shall be apportioned as may be prescribed by regulation.

The term 'widow' as used in this section shall not include one who shall have married the deceased later than ten years after the time of injury, and shall include a widower, whenever his condition is such that, if the deceased person were living, he would have been dependent upon her for support.[1]

Sec. 302. That if disability results from the injury—

(1) If and while the disability is total, the monthly compensation shall be the following amounts:

[1] Where section 301 is amended by striking out the provisions that a mother is entitled to compensation only when she is widowed and substitute provisions are included to the effect that compensation is payable to a dependent mother or dependent father, such substitute provisions shall be deemed to be in effect as of October 6, 1917. (Extract from section 15 of Act of June 25, 1918.)

(*a*) If the disabled person has neither wife nor child living, $30.

(*b*) If he has a wife but no child living, $45.

(*c*) If he has a wife and one child living, $55.

(*d*) If he has a wife and two children living, $65.

(*e*) If he has a wife and three or more children living, $75.

(*f*) If he has no wife but one child living, $40, with $10 for each additional child up to two.

(*g*) If he has a mother or father, either or both dependent on him for support, then in addition to the above amounts, $10 for each.

(*h*) If he is totally disabled and in addition so helpless as to be in constant need of a nurse or attendant, such additional sum shall be paid, but not exceeding $20 per month, as the director may deem reasonable: *Provided, however*, That for the loss of both feet or both hands or both eyes, or for becoming totally blind or becoming helpless and permanently bedridden from causes occurring in the line of duty in the service of the United States, the rate of compensation shall be $100 per month: *Provided further*, That where the rate of compensation is $100 per month, no allowance shall be made for a nurse or attendant.

(2) If and while the disability is partial, the monthly compensation shall be a percentage of the compensation that would be payable for his total disability, equal to the degree of the reduction in earning capacity resulting from the disability, but no compensation shall be payable for a reduction in earning capacity rated at less than ten per centum.

A schedule of ratings of reductions in earning capacity from specific injuries or combinations of injuries of a permanent nature shall be adopted and applied by the bureau. Ratings may be as high as one hundred per centum. The ratings shall be based, as far as practicable, upon the average impairments of earning capacity resulting from such injuries in civil occupations and not upon the impairment in earning capacity in each individual case, so that there shall be no reduction in the rate of compensation for individual success in overcoming the handicap of a permanent injury. The bureau shall from time to time readjust this schedule of ratings in accordance with actual experience.

(3) In addition to the compensation above provided, the injured person shall be furnished by the United States such reasonable governmental medical, surgical, and hospital services and with such supplies, including artificial limbs, trusses, and similar appliances, as the director may determine to be useful and reasonably necessary: *Provided*, That nothing in this Act shall be construed to affect the necessary military control over any member of the military or naval establishments before he shall have been discharged from the military or naval service.

(4) The amount of each monthly payment shall be determined according to the family conditions existing on the first day of the month.

(5) Where the disabled person and his wife are not living together, or where the children are not in the custody of the disabled person, the amount of the compensation shall be apportioned as may be prescribed by regulations.

(6) The term 'wife' as used in this section shall include 'husband' if the husband is dependent upon the wife for support.

Sec. 303. That every person applying for or in receipt of compensation for disability under the provisions of this article shall, as frequently and at such times and places as may be reasonably required, submit himself to examination by a medical officer of the United States or by a duly qualified physician designated or approved by the director. He may have a duly qualified physician designated and paid by him present to participate in such examination. For all examinations he shall, in the discretion of the director, be paid his reasonable travelling and other expenses and also loss of wages incurred in order to submit to such examination. If he refuses to submit himself for, or in any way obstructs, any examination, his right to claim compensation under this article shall be suspended until such refusal or obstruction ceases. No compensation shall be payable while such refusal or obstruction continues, and no compensation shall be payable for the intervening period.

Every person in receipt of compensation for disability shall submit to any reasonable medical or surgical treatment furnished by the bureau whenever requested by the bureau; and the consequences of unreasonable refusal to submit to any such treatment shall not be deemed to result from the injury compensated for.

Sec. 304. [This section was repealed by Act of June 27, 1918— vocational rehabilitation act—Public—No. 178—65th Cong.]

Sec. 305. That upon its own motion or upon application the bureau may at any time review an award, and, in accordance with the facts found upon such review, may end, diminish, or increase the compensation previously awarded, or, if compensation has been refused or discontinued, may award compensation.

Sec. 306. That no compensation shall be payable for death or disability which does not occur prior to or within one year after discharge or resignation from the service, except that where, after a medical examination made pursuant to regulations, at the time of discharge or resignation from the service, or within such reasonable time thereafter, not exceeding one year, as may be allowed by regulations, a certificate has been obtained from the director to the effect that the injured person at the time of his discharge or resignation was suffering from injury likely to result in death or disability, compensation shall be payable for death or disability, whenever occurring, proximately resulting from such injury.

Sec. 307. That compensation shall not be payable for death in the course of the service until the death be officially recorded in the de-

partment under which he may be serving. No compensation shall be payable for a period during which the man has been reported 'missing' and a family allowance has been paid for him under the provisions of Article II.

Sec. 308. That no compensation shall be payable for death inflicted as a lawful punishment for a crime or military offense except when inflicted by the enemy. A dismissal or dishonorable or bad conduct discharge from the service shall bar and terminate all right to any compensation under the provisions of this article.

Sec. 309. That no compensation shall be payable unless a claim therefor be filed, in case of disability, within five years after discharge or resignation from the service, or, in case of death during the service, within five years after such death is officially recorded in the department under which he may be serving: *Provided, however*, That where compensation is payable for death or disability occurring after discharge or resignation from the service, claim must be made within five years after such death or the beginning of such disability.

The time herein provided may be extended by the director not to exceed one year for good cause shown. If at the time that any right accrues to any person under the provisions of this article, such person is a minor, or is of unsound mind or physically unable to make a claim, the time herein provided shall not begin to run until such disability ceases.

Sec. 310. That no compensation shall be payable for any period more than two years prior to the date of claim therefor, nor shall increased compensation be awarded to revert back more than one year prior to the date of claim therefor.

Sec. 311. [This section was repealed by act of June 25, 1918. The substance is now included in section 28.]

Sec. 312. That compensation under this article shall not be paid while the person is in receipt of service or retirement pay. The laws providing for gratuities or payments in the event of death in the service and existing pension laws shall not be applicable after the enactment of this amendment to any person in the active military or naval service on the sixth day of October, nineteen hundred and seventeen, or who thereafter entered the active military or naval service, or to their widows, children, or their dependents, except in so far as rights under any such law have heretofore accrued.

Compensation because of disability or death of members of the Army Nurse Corps (female) or of the Navy Nurse Corps (female)

shall be in lieu of any compensation for such disability or death under the Act entitled 'An Act to provide compensation for employees of the United States suffering injuries while in the performance of their duties, and for other purposes', approved September seventh, nineteen hundred and sixteen.

Sec. 313. (1) That if an injury or death for which compensation is payable under this article is caused under circumstances creating a legal liability upon some person other than the United States or the enemy to pay damages therefor, the director, as a condition to payment of compensation by the United States, may require the beneficiary to assign to the United States any right of action he may have to enforce such liability of such other person, or if it appears to be for the best interests of the beneficiary the director may require him to prosecute the said action in his own name, subject to regulations. The director may require such assignment or prosecution at any time after the injury or death, and the failure on the part of the beneficiary to so assign or to prosecute said cause of action in his own name within a reasonable time, to be fixed by the director, shall bar any right to compensation on account of the same injury or death. The cause of action so assigned to the United States may be prosecuted or compromised by the director, and any money realized or collected thereon, less the reasonable expenses of such realization or collection, shall be placed to the credit of the military and naval compensation appropriation. If the amount placed to the credit of such appropriation in such case is in excess of the amount of the award of compensation, if any, such excess shall be paid to the beneficiary after any compensation award for the same injury or death is made.

If a beneficiary or conditional beneficiary shall have recovered, as a result of a suit brought by him or on his behalf, or as a result of a settlement made by him or on his behalf, any money or other property in satisfaction of the liability of such other person, such money or other property so recovered shall be credited upon any compensation payable, or which may become payable, to such beneficiary, or conditional beneficiary by the United States on account of the same injury or death.

(2) If an injury or death for which compensation may be payable under this article is caused under circumstances creating a legal liability upon some person, other than the United States or the enemy, to pay damages therefor, then, in order to preserve the right of action, the director may require the conditional beneficiary

at any time after the injury or death, to assign such right of action to the United States, or, if it appears to be for the best interests of such conditional beneficiary, to prosecute the said cause of action in his own name, subject to regulations. The failure on the part of the beneficiary to so assign or to prosecute the said cause of action in his own name within a reasonable time, to be fixed by the director, shall bar any right to compensation on account of the same injury or death. The cause of action so assigned may be prosecuted or compromised by the director, and any money realized or collected thereon, less the reasonable expenses of such realization or collection, shall be paid to such beneficiary, and be credited upon any future compensation which may become payable to such beneficiary by the United States on account of the same injury or death.

(3) The bureau shall make all necessary regulations for carrying out the purposes of this section. For the purposes of computation only under this section the total amount of compensation due any beneficiary shall be deemed to be equivalent to a lump sum equal to the present value of all future payments of compensation computed as of the date of the award of compensation at four per centum, true discount, compounded annually. The probability of the beneficiary's death before the expiration of the period during which he is entitled to compensation shall be determined according to the American Experience Table of Mortality.

A conditional beneficiary is any person who may become entitled to compensation under this article on or after the death of the injured person.

Nothing in this section shall be construed to impose any administrative duties upon the War or Navy Departments.

Sec. 314. That from and after the passage of this Act the rate of pension for a widow of an officer or enlisted man of the Army, Navy, or Marine Corps of the United States who served in the Civil War, the War with Spain, or the Philippine Insurrection, now on the pension roll or hereafter to be placed on the pension roll, and entitled to receive a less rate than hereinafter provided, shall be $25 per month; and nothing herein shall be construed to affect the additional allowance provided by existing pension laws on account of a helpless child or child under sixteen years of age: *Provided, however,* That this Act shall not be so construed as to reduce any pension under any Act, public or private: *And provided further,* That the provisions of this

section shall be administered, executed, and enforced by the Commissioner of Pensions.

Article IV

INSURANCE

Sec. 400. That in order to give to every commissioned officer and enlisted man and to every member of the Army Nurse Corps (female) and of the Navy Nurse Corps (female) when employed in active service under the War Department or Navy Department greater protection for themselves and their dependents than is provided in Article III, the United States, upon application to the bureau and without medical examination, shall grant insurance against the death or total permanent disability of any such person in any multiple of $500, and not less than $1,000 or more than $10,000, upon the payment of the premiums as hereinafter provided.

Sec. 401. That such insurance must be applied for within one hundred and twenty days after enlistment or after entrance into or employment in the active service and before discharge or resignation, except that those persons who are in the active war service at the time of the publication of the terms and conditions of such contract of insurance may apply at any time within one hundred and twenty days thereafter and while in such service. Any person in the active service on or after the sixth day of April, nineteen hundred and seventeen, who, while in such service and before the expiration of one hundred and twenty days from and after such publication, becomes or has become totally and permanently disabled, or dies, or has died, without having applied for insurance, shall be deemed to have applied for and to have been granted insurance, payable to such person during his life in monthly installments of $25 each. If he shall die either before he shall have received any of such monthly installments or before he shall have received two hundred and forty of such monthly installments, then $25 per month shall be paid to his widow from the time of his death and during her widowhood, or if there is no widow surviving him, then to his child or children, or if there is no child surviving him, then to his mother, or if there is no mother surviving him, then to his father, if and while they survive him: *Provided, however*, That not more than two hundred and forty of such monthly installments, including those received by such person during his total and permanent disability, shall be so paid. The amount of the

monthly installments shall be apportioned between children as may be provided by regulations.[1]

Sec. 402. That the director, subject to the general direction of the Secretary of the Treasury, shall promptly determine upon and publish the full and exact terms and conditions of such contract of insurance. The insurance shall be payable only to a spouse, child, grandchild, parent, brother, or sister, and also during total and permanent disability to the injured person, or to any or all of them. The insurance shall be payable in two hundred and forty equal monthly installments. Provisions for maturity at certain ages, for continuous installments during the life of the insured or beneficiaries, or both, for cash, loan, paid up and extended values, dividends from gains and savings, and such other provisions for the protection and advantage of and for alternative benefits to the insured and the beneficiaries as may be found to be reasonable and practicable, may be provided for in the contract of insurance, or from time to time by regulations. All calculations shall be based upon the American Experience Table of Mortality and interest at three and one-half per centum per annum, except that no deduction shall be made for continuous installments during the life of the insured in case his total and permanent disability continues more than two hundred and forty months. Subject to regulations, the insured shall at all times have the right to change the beneficiary or beneficiaries of such insurance without the consent of such beneficiary or beneficiaries, but only within the classes herein provided. If no beneficiary within the permitted class be designated by the insured, either in his lifetime or by his last will and testament, or if the designated beneficiary does not survive the insured, the insurance shall be payable to such person or persons within the permitted class of beneficiaries as would under the laws of the State of the residence of the insured be entitled to his personal property in case of intestacy. If no such person survive the insured, then there shall be paid to the estate of the insured an amount equal to the reserve value, if any, of the insurance at the time of his death, calculated on the basis of the American Experience Table of Mortality and three and

[1] Section 401, as amended, is in effect as of October 6, 1917: *Provided*, That nothing herein shall be construed to interfere with the payment of monthly installments, authorized to be made under the provisions of said section 401 as originally enacted, for the months up to and including June, 1918: *Provided further*, That all awards of automatic insurance under the provisions of said section 401 as originally enacted shall be revised as of the 1st day of July, 1918, in accordance with the provisions of said section 401 as amended. (Extract from section 20 of Act of June 25, 1918.)

one-half per centum interest in full of all obligations under the contract of insurance.

Sec. 403. That the United States shall bear the expenses of administration and the excess mortality and disability cost resulting from the hazards of war. The premium rates shall be the net rates based upon the American Experience Table of Mortality and interest at three and one-half per centum per annum.

Sec. 404. That during the period of war and thereafter until converted the insurance shall be term insurance for successive terms of one year each. Not later than five years after the date of the termination of the war as declared by proclamation of the President of the United States, the term insurance shall be converted, without medical examination, into such form or forms of insurance as may be prescribed by regulations and as the insured may request. Regulations shall provide for the right to convert into ordinary life, twenty-payment life, endowment maturing at age sixty-two and into other usual forms of insurance and shall prescribe the time and method of payment of the premiums thereon, but payments of premiums in advance shall not be required for periods of more than one month each and may be deducted from the pay or deposit of the insured or be otherwise made at his election.

Sec. 405. [This section was repealed by act of May 20, 1918. The substance is now included in Section 13.]

606. Soldiers' and Sailors' Civil Relief Act

AN ACT to extend protection to the civil rights of members of the Military and Naval Establishments of the United States engaged in the present war.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

ARTICLE I

GENERAL PROVISIONS

Section 100. That for the purpose of enabling the United States the more successfully to prosecute and carry on the war in which it is at present engaged, protection is hereby extended to persons in military service of the United States in order to prevent prejudice or

injury to their civil rights during their term of service and to enable them to devote their entire energy to the military needs of the Nation, and to this end the following provisions are made for the temporary suspension of legal proceedings and transactions which may prejudice the civil rights of persons in such service during the continuance of the present war.

Sec. 101. (1) That the term 'persons in military service,' as used in this Act, shall include the following persons and no others: All officers and enlisted men of the Regular Army, the Regular Army Reserve, the Officers' Reserve Corps, and the Enlisted Reserve Corps; all officers and enlisted men of the National Guard and National Guard Reserve recognized by the Militia Bureau of the War Department; all forces raised under the Act entitled 'An Act to authorize the President to increase temporarily the Military Establishment of the United States', approved May eighteenth, nineteen hundred and seventeen; all officers and enlisted men of the Navy, the Marine Corps, and the Coast Guards; all officers and enlisted men of the Naval Militia, Naval Reserve force, Marine Corps Reserve, and National Naval Volunteers recognized by the Navy Department; all officers of the Public Health Service detailed by the Secretary of the Treasury for duty either with the Army or the Navy; any of the personnel of the Lighthouse Service and of the Coast and Geodetic Survey transferred by the President to the service and jurisdiction of the War Department or of the Navy Department; members of the Nurse Corps; Army field clerks; field clerks, Quartermaster Corps; civilian clerks and employees on duty with the military forces detailed for service abroad in accordance with provisions of existing law; and members of any other body who have heretofore or may hereafter become a part of the military or naval forces of the United States. The term 'military service', as used in this definition, shall signify active service in any branch of service heretofore mentioned or referred to, but reserves and persons on the retired list shall not be included in the term 'persons in military service' until ordered to active service. The term 'active service' shall include the period during which a person in military service is absent from duty on account of sickness, wounds, leave, or other lawful cause.

(2) The term 'period of military service', as used in this Act, shall include the time between the following dates: For persons in active service at the date of the approval of this Act it shall begin with the

date of approval of this Act; for persons entering active service after the date of this Act, with the date of entering active service. It shall terminate with the date of discharge from active service or death while in active service, but in no case later than the date when this Act ceases to be in force.

(3) The term 'person', as used in this Act, with reference to the holder of any right alleged to exist against a person in military service or against a person secondarily liable under such right, shall include individuals, partnerships, corporations, and any other forms of business association.

(4) The term 'court' as used in this Act shall include any court of competent jurisdiction of the United States or of any State, whether or not a court of record.

(5) The term 'termination of the war', as used in this Act shall mean the termination of the present war by the treaty of peace as proclaimed by the President.

Sec. 102. (1) That the provisions of this Act shall apply to the United States, the several States and Territories, the District of Columbia, and all territory subject to the jurisdiction of the United States, and to proceedings commenced in any court therein, and shall be enforced through the usual forms of procedure obtaining in such courts or under such regulations as may be by them prescribed.

(2) When under this Act any application is required to be made to a court in which no proceeding has already been commenced with respect to the matter, such application may be made to any court.

Sec. 103. Whenever pursuant to any of the provisions of this Act the enforcement of any obligation or liability, the prosecution of any suit or proceeding, the entry or enforcement of any order, writ, judgment, or decree, or the performance of any other act, may be stayed, postponed, or suspended, such stay, postponement, or suspension may, in the discretion of the court, likewise be granted to sureties, guarantors, indorsers, and others subject to the obligation or liability, the performance or enforcement of which is stayed, postponed, or suspended.

When a judgment or decree is vacated or set aside in whole or in part, as provided in this Act, the same may, in the discretion of the court, likewise be set aside and vacated as to any surety, guarantor, indorser, or other person liable upon the contract or liability for the enforcement of which the judgment or decree was entered.

Article II

GENERAL RELIEF

Section 200. (1) That in any action or proceeding commenced in any court if there shall be a default of an appearance by the defendant the plaintiff before entering judgment shall file in the court an affidavit setting forth facts showing that the defendant is not in military service. If unable to file such affidavit plaintiff shall in lieu thereof file an affidavit setting forth either that the defendant is in the military service or that plaintiff is not able to determine whether or not defendant is in such service. If an affidavit is not filed showing that the defendant is not in the military service, no judgment shall be entered without first securing an order of court directing such entry, and no such order shall be made if the defendant is in such service until after the court shall have appointed an attorney to represent defendant and protect his interest and the court shall on application make such appointment. Unless it appears that the defendant is not in such service the court may require as a condition before judgment is entered that the plaintiff file a bond approved by the court conditioned to indemnify the defendant, if in military service, against any loss or damage that he may suffer by reason of any judgment should the judgment be thereafter set aside in whole or in part. And the court may make such other and further order or enter such judgment as in its opinion may be necessary to protect the rights of the defendant under this Act.

(2) Any person who shall make or use an affidavit required under this section knowing it to be false shall be guilty of a misdemeanor and shall be punishable by imprisonment not to exceed one year or by fine not to exceed $1,000, or both.

(3) In any action or proceeding in which a person in military service is a party if such party does not personally appear therein or is not represented by an authorized attorney, the court may appoint an attorney to represent him; and in such case a like bond may be required and an order made to protect the rights of such person. But no attorney appointed under this Act to protect a person in military service shall have power to waive any right of the person for whom he is appointed or bind him by his acts.

(4) If any judgment shall be rendered in any action or proceeding governed by this section against any person in military service during the period of such service or within thirty days thereafter, and it

appears that such person was prejudiced by reason of his military service in making his defense thereto, such judgment may, upon application made by such person or his legal representative, not later than ninety days after the termination of such service, be opened by the court rendering the same and such defendant or his legal representative let in to defend; provided it is made to appear that the defendant has a meritorious or legal defense to the action or some part thereof. Vacating, setting aside, or reversing any judgment because of any of the provisions of this Act, shall not impair any right or title acquired by any bona fide purchaser for value under such judgment.

Sec. 201. That at any stage thereof any action or proceeding commenced in any court by or against a person in military service during the period of such service or within sixty days thereafter may, in the discretion of the court in which it is pending, on its own motion, and shall, on application to it by such person or some person on his behalf, be stayed as provided in this Act, unless, in the opinion of the court, the ability of plaintiff to prosecute the action or the defendant to conduct his defense is not materially affected by reason of his military service.

Sec. 202. That when an action for compliance with the terms of any contract is stayed pursuant to this Act, no fine or penalty shall accrue by reason of failure to comply with the terms of such contract during the period of such stay, and in any case where a person fails to perform any obligation and a fine or penalty for such non-performance is incurred a court may, on such terms as may be just, relieve against the enforcement of such fine or penalty, if it shall appear that the person who would suffer by such fine or penalty was in the military service when the penalty was incurred and that by reason of such service the ability of such person to pay or perform was thereby materially impaired.

Sec. 203. That in any action or proceeding commenced in any court against a person in military service, before or during the period of such service, or within sixty days thereafter, the court may, in its discretion, on its own motion, or on application to it by such person or some person on his behalf shall, unless in the opinion of the court the ability of the defendant to comply with the judgment or order entered or sought is not materially affected by reason of his military service:

(1) Stay the execution of any judgment or order entered against such person, as provided in this Act, and

(2) Vacate or stay any attachment or garnishment of property, money, or debts in the hands of another, whether before or after judgment, as provided in this Act.

Sec. 204. That any stay of any action, proceeding, attachment, or execution, ordered by any court under the provisions of this Act may, except as otherwise provided, be ordered for the period of military service and three months thereafter or any part of such period, and subject to such terms as may be just, whether as to payment in installments of such amounts and at such times as the court may fix or otherwise. Where the person in military service is a codefendant with others the plaintiff may nevertheless by leave of court proceed against the others.

Sec. 205. That the period of military service shall not be included in computing any period now or hereafter to be limited by any law for the bringing of any action by or against any person in military service or by or against his heirs, executors, administrators, or assigns, whether such cause of action shall have accrued prior to or during the period of such service.

Article III

RENT, INSTALLMENT CONTRACTS, MORTGAGES

Section 300. (1) That no eviction or distress shall be made during the period of military service in respect of any premises for which the agreed rent does not exceed $50 per month, occupied chiefly for dwelling purposes by the wife, children, or other dependents of a person in military service, except upon leave of court granted upon application therefor or granted in an action or proceeding affecting the right of possession.

(2) On any such application or in any such action the court may, in its discretion, on its own motion, and shall, on application, unless in the opinion of the court the ability of the tenant to pay the agreed rent is not materially affected by reason of such military service, stay the proceedings for not longer than three months, as provided in this Act, or it may make such other order as may be just.

(3) Any person who shall knowingly take part in any eviction or distress otherwise than as provided in subsection (1) hereof shall

be guilty of a misdemeanor and shall be punishable by imprisonment not to exceed one year or by fine not to exceed $1,000, or both.

(4) The Secretary of War or the Secretary of the Navy, as the case may be, is hereby empowered, subject to such regulations as he may prescribe, to order an allotment of the pay of a person in military service in reasonable proportion to discharge the rent of premises occupied for dwelling purposes by the wife, children, or other dependents of such person.

Sec. 301. (1) That no person who has received or whose assignor has received, under a contract for the purchase of real or personal property, or of lease or bailment with a view to purchase of such property, a deposit or installment of the purchase price from a person or from the assignor of a person who, after the date of payment of such deposit or installment, has entered military service, shall exercise any right or option under such contract to rescind or terminate the contract or resume possession of the property for nonpayment of any installment falling due during the period of such military service, except by action in a court of competent jurisdiction.

(1*a*) Any person who shall knowingly resume possession of property which is the subject of this section otherwise than as provided in subsection (1) hereof shall be guilty of a misdemeanor and shall be punished by imprisonment not to exceed one year or by fine not to exceed $1,000, or both.

(2) Upon the hearing of such action the court may order the repayment of prior installments or deposits or any part thereof, as a condition of terminating the contract and resuming possession of the property, or may, in its discretion, on its own motion, and shall, on application to it by such person in military service or some person on his behalf, order a stay of proceedings as provided in this Act unless, in the opinion of the court, the ability of the defendant to comply with the terms of the contract is not materially affected by reason of such service; or it may make such other disposition of the case as may be equitable to conserve the interests of all parties.

Sec. 302. (1) That the provisions of this section shall apply only to obligations originating prior to the date of approval of this Act and secured by mortgage, trust deed, or other security in the nature of a mortgage upon real or personal property owned by a person in military service at the commencement of the period of the military service and still so owned by him.

(2) In any proceeding commenced in any court during the period of military service to enforce such obligation arising out of nonpayment of any sum thereunder due or out of any other breach of the terms thereof occurring prior to or during the period of such service, the court may, after hearing, in its discretion, on its own motion, and shall, on application to it by such person in military service or some person on his behalf, unless in the opinion of the court the ability of the defendant to comply with the terms of the obligation is not materially affected by reason of his military service—

(*a*) Stay the proceedings as provided in this Act; or

(*b*) Make such other disposition of the case as may be equitable to conserve the interests of all parties.

(3) No sale under a power of sale or under a judgment entered upon warrant of attorney to confess judgment contained in any such obligation shall be valid if made during the period of military service or within three months thereafter, unless upon an order of sale previously granted by the court and a return thereto made and approved by the court.

Article IV

INSURANCE

Sec. 400. That in this Article the term 'policy' shall include any contract of life insurance on the level premium or legal reserve plan. It shall also include any benefit in the nature of life insurance arising out of membership in any fraternal or beneficial association; the term 'premium' shall include membership dues or assessments in such association, and the date of issuance of policy as herein limited shall refer to the date of admission to membership in such association; the term 'insured' shall include any person who is the holder of a policy as defined in this Article; the term 'insurer' shall include any corporation, partnership, or other form of association which secures or provides insurance under any policy as defined in this Article.

Sec. 401. That the benefits of this Article shall apply to any person in military service who is the holder of a policy of life insurance, when such holder shall apply for such benefits on a form prepared in accordance with regulations which shall be prescribed by the Secretary of the Treasury. Such form shall set forth particularly that the application therein made is a consent to such modification of the terms of the original contract of insurance as are made

necessary by the provisions of this Article and by receiving and filing the same the insurer shall be deemed to have assented thereto, to the extent, if any, to which the policy on which the application is made is within the provisions of this Article. The original of such application shall be sent by the insured to the insurer, and a copy thereof to the Bureau of War Risk Insurance.

The Bureau of War Risk Insurance shall issue through suitable military and naval channels a notice explaining the provisions of this Article and shall furnish forms to be distributed to those desiring to make application for its benefits.

Sec. 402. That the benefits of this Act shall be available to any person in military service in respect of contracts of insurance in force under their terms up to but not exceeding a face value of $5,000, irrespective of the number of policies held by such person whether in one or more companies, when such contracts were made and a premium was paid thereon before September first, nineteen hundred and seventeen; but in no event shall the provisions of this Article apply to any policy on which premiums are due and unpaid for a period of more than one year at the time when application for the benefits of this Article is made or in respect of any policy on which there is outstanding a policy loan or other indebtedness equal to or greater than fifty per centum of the cash surrender value of the policy.

Sec. 403. That the Bureau of War Risk Insurance shall, subject to regulations, which shall be prescribed by the Secretary of the Treasury, compile and maintain a list of such persons in military service as have made application for the benefits of this Article, and shall (1) reject any applications for such benefits made by persons who are not persons in military service; (2) reject any applications for such benefits in excess of the amount permitted by section four hundred and two; and (3) reject any applications in respect of contracts of insurance otherwise not entitled to the benefits of this Article. Said bureau shall immediately notify the insurer and the insured in writing of every rejection or approval.

Sec. 404. That when one or more applications are made under this Article by any one person in military service in respect of insurance exceeding a total face value of $5,000, whether on one or more policies or in one or more companies, and the insured shall not in his application indicate an order of preference, the Bureau of War Risk Insurance shall reject such policies as have the inferior cash surrender value, so as to reduce the total benefits conferred within

the face value of $5,000, and where necessary for this purpose shall direct the insurer to divide any policy into two separate policies. The said bureau shall immediately notify the insurer and the insured in writing of such selection.

Sec. 405. That no policy which has not lapsed for the nonpayment of premium before the commencement of the period of military service of the insured, and which has been brought within the benefits of this Article, shall lapse or be forfeited for the nonpayment of premium during the period of such service or during one year after the expiration of such period: *Provided*, That in no case shall this prohibition extend for more than one year after the termination of the war.

Sec. 406. That within the first fifteen days of each calendar month after the date of approval of this Act until the expiration of one year after the termination of the war, every insurance corporation or association to which application has been made as herein provided, for the benefits of this Article, shall render to the Bureau of War Risk Insurance a report, duly verified, setting forth the following facts:

First. The names of the persons who have applied for such benefits, and the face value of the policies in respect of which such benefits have been applied for by such persons, during the preceding calendar month;

Second. A list as far as practicable of the premiums in respect of policies entitled to the benefits of this Article which remain unpaid on the last day of the preceding calendar month, which day is at least thirty-one days after the due date of the premiums, provided such premiums have not previously been so reported as in default;

Third. A list of premiums which, having been previously reported as in default, have been paid by the policyholder or some one on his behalf in whole or in part during the preceding calendar month;

Fourth. A computation of the difference between the total amount of defaulted premiums therein reported and the total amount of premiums paid as therein reported, after having been previously reported as in default. From this sum shall be deducted the total sum of any premiums previously reported as in default, upon policies in respect of which the Bureau of War Risk Insurance has, since the date of such report, rejected an application for the benefits of this Article. The final sum so arrived at shall be denominated the monthly difference,

Sec. 407. That the Bureau of War Risk Insurance shall verify the computation of monthly difference reported by each insurer, and shall certify it, as corrected, to the Secretary of the Treasury and the insurer.

Sec. 408. That the Secretary of the Treasury shall, within ten days thereafter, deliver each month to the proper officer of each insurer, bonds of the United States to the amount of that multiple of $100 nearest to the monthly difference certified in respect of each insurer. Such bonds shall be registered in the names of the respective insurers, who shall be entitled to receive the interest accruing thereon, and such bonds shall not be transferred, or again registered, except upon the approval of the Director of the Bureau of War Risk Insurance, and shall remain in the possession of the insurer until settlement is made in accordance with this Article: *Provided*, That whenever the fact of insolvency shall be ascertained by the Director of the Bureau of War Risk Insurance all obligation on the part of the United States, under this Article, for future premiums on policies of such insurer shall thereupon terminate. An insurer shall furnish semi-annual statements to the Bureau of War Risk Insurance.

Sec. 409. That the bonds so delivered shall be held by the respective insurers as security for the payment of the defaulted premiums with interest. To indemnify it against loss the United States shall have a first lien upon any policy receiving the benefits of this Article, subject only to any lien existing at the time the policy became subject to this Act, and no loan or settlement or payment of dividend shall be made by the insurer on such policy which may prejudice the security of such lien. Before any dividend is paid or any loan or settlement is made the written consent of the Bureau of War Risk Insurance must be obtained.

Sec. 410. That in the event that the military service of any person being the holder of a policy receiving the benefits of this Article shall be terminated by death, the amount of any unpaid premiums, with interest at the rate provided for in the policy for policy loans, shall be deducted from the proceeds of the policy and shall be included in the next monthly report of the insurer as premiums paid.

Sec. 411. That if the insured does not within one year after the termination of his period of military service pay to the insurer all past due premiums with interest thereon from their several due dates at the rate provided in the policy for policy loans, the policy shall at the end of such year immediately lapse and become void, and the

insurer shall thereupon become liable to pay the cash surrender value thereof, if any: *Provided*, That if the insured is in the military service at the termination of the war such lapse shall occur and surrender value be payable at the expiration of one year after the termination of the war.

Sec. 412. That at the expiration of one year after the termination of the war there shall be an account stated between each insurer and the United States, in which the following items shall be credited to the insurer:

(1) The total amount of the monthly differences reported under this Article;

(2) The difference between the total interest received by the insurer upon the bonds held by it as security and the total interest upon such monthly differences at the rate of five per centum per annum; and in which there shall be credited to the United States the amount of the cash surrender value of each policy lapsed or forfeited as provided in section four hundred and eleven, but not in any case a greater amount on any policy than the total of the unpaid premiums with interest thereon at the rate provided for in the policy for policy loans.

Sec. 413. That the balance in favor of the insurer shall, in each case, be paid to it by the United States upon the surrender by the insurer of the bonds delivered to it from time to time by the Secretary of the Treasury under the provisions of this Article.

Sec. 414. That this Article shall not apply to any policy which is void or which may at the option of the insurer be voidable, if the insured is in military service, either in this country or abroad, nor to any policy which as a result of being in military service, either in this country or abroad, provides for the payment of any sum less than the face thereof or for the payment of an additional amount as premium.

Sec. 415. That this Article shall apply only to insurance companies or associations which are required by the law under which they are organized or doing business to maintain a reserve, or which, if not so required, have made or shall make provision for the collection from all those insured in such insurer of a premium to cover the special war risk of those insured persons who are in military service.

Article V

TAXES AND PUBLIC LANDS

Section 500. (1) That the provisions of this section shall apply when any taxes or assessments, whether general or special, falling due

during the period of military service in respect of real property owned and occupied for dwelling or business purposes by a person in military service or his dependents at the commencement of his period of military service and still so occupied by his dependents or employees are not paid.

(2) When any person in military service, or any person in his behalf, shall file with the collector of taxes, or other officer whose duty it is to enforce the collection of taxes or assessments, an affidavit showing (a) that a tax or assessment has been assessed upon property which is the subject of this section, (b) that such tax or assessment is unpaid, and (c) that by reason of such military service the ability of such person to pay such tax or assessment is materially affected, no sale of such property shall be made to enforce the collection of such tax or assessment, or any proceeding or action for such purpose commenced, except upon leave of court granted upon an application made therefor by such collector or other officer. The court thereupon may stay such proceedings or such sale, as provided in this Act, for a period extending not more than six months after the termination of the war.

(3) When by law such property may be sold or forfeited to enforce the collection of such tax or assessment, such person in military service shall have the right to redeem or commence an action to redeem such property, at any time not later than six months after the termination of such service, but in no case later than six months after the termination of the war; but this shall not be taken to shorten any period, now or hereafter provided by the laws of any State or Territory for such redemption.

(4) Whenever any tax or assessment shall not be paid when due, such tax or assessment due and unpaid shall bear interest until paid at the rate of six per centum per annum, and no other penalty or interest shall be incurred by reason of such nonpayment. Any lien for such unpaid tax or assessment shall also include such interest thereon.

Sec. 501. That no right to any public lands initiated or acquired prior to entering military service by any person under the homestead laws, the desert-land laws, the mining-land laws, or any other laws of the United States, shall be forfeited or prejudiced by reason of his absence from such land, or of his failure to perform any work or make any improvements thereon, or to do any other act required by any such law during the period of such service. Nothing in this section

contained shall be construed to deprive a person in military service or his heirs or devisees of any benefits to which he or they may be entitled under the Act entitled 'An Act for the relief of homestead entrymen or settlers who enter the military or naval service of the United States in time of war', approved July twenty-eighth, nineteen hundred and seventeen; the Act entitled 'An Act for the protection of desert-land entrymen who enter the military or naval service of the United States in time of war', approved August seventh, nineteen hundred and seventeen; the Act entitled 'An Act to provide further for the national security and defense by stimulating agriculture and facilitating the distribution of agricultural products', approved August tenth, nineteen hundred and seventeen; the joint resolution 'To relieve the owners of mining claims who have been mustered into the military or naval service of the United States as officers or enlisted men from performing assessment work during the term of such service', approved July seventeenth, nineteen hundred and seventeen; or any other Act or resolution of Congress: *Provided*, That nothing in this section contained shall be construed to limit or affect the right of a person in the military service to take any action during his term of service that may be authorized by law, or the regulations of the Interior Department thereunder, for the perfection, defense, or further assertion of rights initiated prior to the date of entering military service, and it shall be lawful for any person while in military service to make any affidavit or submit any proof that may be required by law, or the practice of the General Land Office in connection with the entry, perfection, defense, or further assertion of any rights initiated prior to entering military service, before the officer in immediate command and holding a commission in the branch of the service in which the party is engaged, which affidavits shall be as binding in law and with like penalties as if taken before the Register of the United States Land Office.

Article VI

Administrative Remedies

Sec. 600. That where in any proceeding to enforce a civil right in any court it is made to appear to the satisfaction of the court that any interest, property, or contract has since the date of the approval of this Act been transferred or acquired with intent to delay the just enforcement of such right by taking advantage of this Act, the court

shall enter such judgment or make such order as might lawfully be entered or made the provisions of this Act to the contrary notwithstanding.

Sec. 601. (1) That in any proceeding under this Act a certificate signed by The Adjutant General of the Army as to persons in the Army or in any branch of the United States service while serving pursuant to law with the Army, signed by the Chief of the Bureau of Navigation of the Navy Department as to persons in the Navy or in any other branch of the United States service while serving pursuant to law with the Navy, and signed by the Major General, Commandant, United States Marine Corps, as to persons in the Marine Corps, or in any other branch of the United States service while serving pursuant to law with the Marine Corps, or signed by an officer designated by any of them, respectively, for the purpose, shall when produced be prima facie evidence as to any of the following facts stated in such certificate:

That a person named has not been, or is, or has been in military service; the time when and the place where such person entered military service, his residence at that time, and the rank, branch, and unit of such service that he entered, the dates within which he was in military service, the monthly pay received by such person at the date of issuing the certificate, the time when and place where such person died in or was discharged from such service.

It shall be the duty of the foregoing officers to furnish such certificate on application, and any such certificate when purporting to be signed by any one of such officers or by any person purporting upon the face of the certificate to have been so authorized shall be prima facie evidence of its contents and of the authority of the signer to issue the same.

(2) Where a person in military service has been reported missing he shall be presumed to continue in the service until accounted for, and no period herein limited which begins or ends with the death of such person shall begin or end until the death of such person is in fact reported to or found by the Department of War or Navy, or any court or board thereof, or until such death is found by a court of competent jurisdiction: *Provided*, That no period herein limited which begins or ends with the death of such person shall be extended hereby beyond a period of six months after the termination of the war.

Sec. 602. That any interlocutory order made by any court under the provisions of this Act may, upon the court's own motion or otherwise, be revoked, modified, or extended by it upon such notice to the parties affected as it may require.

Sec. 603. That this Act shall remain in force until the termination of the war, and for six months thereafter: *Provided*, That wherever under any section or provision of this Act a proceeding, remedy, privilege, stay, limitation, accounting, or other transaction has been authorized or provided, the due exercise or enjoyment of which may extend beyond the period herein fixed for the termination of this Act, such section or provision shall be deemed to continue in full force and effect so long as may be necessary to the exercise or enjoyment of the proceeding, remedy, privilege, stay, limitation, accounting, or transaction aforesaid.

Sec. 604. That this Act may be cited as the Soldiers' and Sailors' Civil Relief Act.

Approved, March 8, 1918.

606a. Procurement of Forms

Forms 10 and 11 (pars. 607, 608) may be procured from division offices when not kept in stock by the local Chapter.

Form 501 (par. 609) is sent out by the Compensation-Claims Section of the Bureau of War Risk Insurance on its own initiative and should not be requested.

Form 531 (par. 610) may be procured by a claimant who has paid or incurred burial expenses on account of an enlisted man who died in the service by addressing the Compensation-Claims Section of the Bureau of War Risk Insurance, Treasury Department, Washington, D.C., [or from Division offices.]

Form 514 (par. 611) is sent by the Compensation-Claims Section of the Bureau of War Risk Insurance to the insurance beneficiary as soon as the Bureau receives information that the deceased soldier or sailor was insured. A request by the beneficiary for this blank is generally unnecessary, [but when necessary, the blank may be obtained from the Bureau or from Division offices.]

Form 526 with Form 504 (par. 612) is forwarded by the Compensation-Claims Section of the Bureau of War Risk Insurance to the disabled person upon request, or may be sent by the Bureau upon its

own initiative whenever it has information that a certain person may be entitled to compensation or insurance payments for total and permanent disability. [These forms may be obtained from Division Directors.]

Form 527 (par. 613) is sent by the Bureau to the proper beneficiaries as soon as it is informed of the death of the person in military or naval service covered by compensation. [This form may be obtained from Division Directors.]

Form 927 (par. 614) is sent upon request directed to the Deputy Commissioner of Accounts, Bureau of War Risk Insurance, Treasury Department, Washington, D.C. [It may also be obtained from Division Offices.

Forms 742 and 744, as revised into one form (application for reinstatement of insurance) may be obtained from the Bureau, or printed or multigraphed by Divisions and Home Service Sections as needed. This applies also to Application for Conversion of Government Insurance, Form 739.

In general, Division Offices should aim to keep a reasonable supply of all forms on hand so that Home Service Sections may be quickly supplied.]

Sec. 602. That any interlocutory order made by any court under the provisions of this Act may, upon the court's own motion or otherwise, be revoked, modified, or extended by it upon such notice to the parties affected as it may require.

Sec. 603. That this Act shall remain in force until the termination of the war, and for six months thereafter: *Provided*, That wherever under any section or provision of this Act a proceeding, remedy, privilege, stay, limitation, accounting, or other transaction has been authorized or provided, the due exercise or enjoyment of which may extend beyond the period herein fixed for the termination of this Act, such section or provision shall be deemed to continue in full force and effect so long as may be necessary to the exercise or enjoyment of the proceeding, remedy, privilege, stay, limitation, accounting, or transaction aforesaid.

Sec. 604. That this Act may be cited as the Soldiers' and Sailors' Civil Relief Act.

Approved, March 8, 1918.

606a. Procurement of Forms

[Forms 10 and 11 (pars. 607, 608) may be procured from division offices when not kept in stock by the local chapter.

Form 501 (par. 609) is sent out by the Compensation-Claims Section of the Bureau of War Risk Insurance on its own initiative and should not be requested.

Form 531 (par. 610) may be procured by a claimant who has paid or incurred burial expenses on account of an enlisted man who died in the service by addressing the Compensation-Claims Section of the Bureau of War Risk Insurance, Treasury Department, Washington, D. C. It is not kept in stock by division offices or by local chapters.

Form 514 (par. 611) is sent by the Compensation-Claims Section of the Bureau of War Risk Insurance to the insurance beneficiary as soon as the Bureau receives information that the deceased soldier or sailor was insured. A request by the beneficiary for this blank is generally unnecessary. It is not kept in stock by division offices or local chapters.

Form 526 with Form 504 (par. 612) is forwarded by the Compensation-Claims Section of the Bureau of War Risk Insurance to the disabled person upon request, or may be sent by the Bureau upon its

own initiative whenever it has information that a certain person may be entitled to compensation or insurance payments for total and permanent disability. A letter asking for Forms 526 and 504 should show the identification data indicated in the letter printed in par. 170A. It should be borne in mind that disabled soldiers are given an opportunity to fill out this blank at the time of their discharge. Form 526 is not kept in stock by division offices or by local chapters.

Form 527 (par. 613) is sent by the Bureau to the proper beneficiaries as soon as it is informed of the death of the person in military or naval service covered by compensation. If a person believes himself or herself entitled to make application for compensation for the death of a person in military service, he or she should write to the Compensation-Claims Section, Bureau of War Risk Insurance, Treasury Department, Washington, D. C., stating his or her relationship to the deceased and asking for Form 527. This letter should bear the identification data indicated in the letter in par. 170A. This form is not carried in stock by division offices or local chapters.

Form 927 (par. 614) is sent upon request directed to the Deputy Commissioner of Accounts, Bureau of War Risk Insurance, Treasury Department, Washington, D. C. It is not kept in stock by division offices or local chapters.

All applications for which the above forms are used should be made on the forms themselves and no attempt should be made to prepare similar forms because of non-receipt of the form or because of mutilation or mistake in filling out the form received. If the first copy supplied is spoiled, it should be returned to the Bureau and another copy requested.] (*Index this par. under new heading "Forms, Procurement of." Add heading to Table of Contents.*)

607. Wife's Application for Allowance—Supporting Evidence

The wife's application for family allowance, covering a simple state of facts (made on Form 10), may be filled out as follows, depending upon the special facts of the particular case:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

Form 10 as shown on the following page has been filled out to cover an application by a wife who is neither divorced nor living separate and apart from her husband under a court order or written agreement. Form 10 is also used where a divorced wife to whom alimony has been decreed, or a wife living separate and apart under a court order or written agreement fixing a specified amount to be paid her, applies for a family allowance for herself alone or for herself and children. In the case of the divorced wife, or wife living separate and apart under a court order or written agreement, Form 10 may be filled out in substantially the same style as shown on the following page, except that the three lines near the middle of Form 10, beginning with the words 'Neither I nor', should be filled out so as to read as follows, striking out all other words appearing in those three lines:

Neither I nor said enlisted man was ever married otherwise than as stated above. I am, ~~not~~ divorced from him ~~and but~~ _____ (Am or am not.)
~~living separate and apart under court order or written agreement.~~ The amount specified in the order ~~or agreement~~ to be paid to me
~~(if so separated)~~ is $ 30 per month (Week or month.)

Whether Form 10 is used by a wife who is not divorced nor living separate and apart from her husband, or is used by a wife who is divorced and to whom alimony has been decreed, or a wife living separate and apart under a court order or written agreement fixing a specified amount to be paid her, there must be in every case supporting evidence accompanying Form 10, which shows (*a*) the marriage of the applicant to the enlisted man, and (*b*) that their children, if there are any, and if an allowance is asked for them, are under eighteen years of age, or that they are insane, idiotic, or otherwise permanently helpless, and that they are not married and are in the care of the mother. Where Form 10 is used by the wife who is not divorced or living separate and apart from her husband, there must also be evidence (*c*) that the man and woman have not been divorced or legally separated.

TREASURY DEPARTMENT,
BUREAU OF WAR RISK INSURANCE,
Division of Military and Naval Insurance.
Form 10.—Revised April, 1918.

WIFE'S APPLICATION FOR FAMILY ALLOWANCE

(Act of October 6, 1917.)

This application is to be made ONLY by the WIFE of an ENLISTED MAN (not an officer) in the active service of the military or naval forces of the United States. The application need not be sworn to, but the law provides a fine of not more than $5,000, or imprisonment for not more than two years, or both, for the making of any statement of a material fact known to be false in a claim for family allowance.

A certified copy of the applicant's marriage certificate or of the public or church record of her marriage should be filed with this form; and if there is a child or children under 16 years of age, a certified copy of the public record of birth or church record of baptism should be filed.

The term "child," as used in this act, includes an adopted child, a stepchild, and an illegitimate child.

Name of enlisted man John (First.) Richard (Middle.) White (Last.)

Serving in the Army (Army or Navy.) as Private (Rank.), in Company B, 153d Infantry, A.E.F. (Company and regiment, vessel, station, or organization.)

Date of his entry into service Feb. 1, 1918 Place of entry Springfield, Illinois.

I, Ruth Agnes White, the wife of the above-named enlisted man, hereby make application for the family allowance provided for under the provisions of Article II of the act of October 6, 1917, and in support of such application furnish information, which is true to the best of my knowledge and belief, as follows

I was married to the above-named enlisted man on June 10, 1913 (Date.), under the name of Ruth Agnes Smith, at Chicago, Illinois. (Place.)

I had not (Had or had not.) been previously married He had (Had or had not.) been previously married to Rachael Williams (Here state all prior marriages of either, who died July 1, 1910. and give the names and dates and places of death or divorce of all former consorts.)

Neither I nor said enlisted man was ever married otherwise than as stated above. I am not divorced from him and ~~but~~ am not (Am or am not.) living separate and apart under court order or written agreement. ~~The amount specified in the order or agreement to be paid to me (if so separated) is $ per (Week or month.)~~

The following named are the ONLY unmarried children of my husband who are NOW living

Names of children	Age.	Name of child's mother.	Child born— Day.	Month.	Year.
Algeron White	3	Ruth Agnes White	5	Jan.	1915
Elizabeth White	1	" " "	10	May	1917
Francis White	10	Rachael Williams White	7	April	1908

(See Note below) The undersigned, living at 138 Grant Avenue, Springfield, Illinois, has custory of all of the above-named children. Francis White is a step-child of the undersigned.

Witnessed by— (Signature) Ruth (First name.) Agnes (Middle.) White (Last.)

(1) John Baker White (Name.)
Springfield, Ill. (P. O. address.)

(2) Henry Wadsworth Wright (Name.)
Springfield, Ill. (P. O. address.)

P O 136 Grant Avenue (Number and street or rural route.)
Springfield, Ill. (Town or city.) (State.)

Date June 11, 1918.

NOTE.—State the name and post-office address of the person or persons having custody of the children named above; and if any child is an adopted child, stepchild, or illegitimate child, or insane, idiotic, or otherwise permanently helpless, state such fact, giving the name of such child or children.

3—3934

Where Form 10 is used by a divorced wife to whom alimony has been decreed, or a wife living separate and apart under a court order or written agreement fixing a stipulated sum for her support, there must be (*d*) in addition to the evidence mentioned under (*a*) and (*b*) above, a certified copy of the court decree awarding alimony or of the written agreement under which the husband and wife are living separate and apart.

(*a*) *Evidence Showing the Marriage of the Applicant to the Enlisted Man.* The marriage of the applicant to the soldier may be proved in any one of five different methods (see Act, sec. 22) as follows, which are stated in their order of preference:

1. By a duly certified copy of a public or church record. No form is given since the form will be determined by the record in the office from which it is secured, and the person making such certified copy will be competent to prepare it.

2. Or, in the absence of evidence complying with method 1, by the affidavit of the clergyman or magistrate who officiated. A suitable form of such affidavit by a clergyman might be as follows (see warning preceding Form 10 in this par.):

(FORM A)*

In *re* Private John Richard White,
Army Serial No. 1184693,
Co. B, 152 Infantry.

State of Illinois } ss:
County of Cook }

I, Henry Morgan Brown, being first duly sworn, depose and say that I am a duly licensed minister of the Methodist Episcopal Church, and as such was on the tenth day of June, 1913, authorized to perform marriage ceremonies in the State of Illinois, and that on the tenth day of June, 1913, in Chicago, Cook County, Illinois, I, as the officiating clergyman, joined in lawful wedlock John Richard White, the above named enlisted man, of Springfield, Sangamon County, Illinois, and Ruth Agnes Smith, of 4624 Indiana Avenue, Chicago, Illinois.

(Signed) HENRY MORGAN BROWN,
1492 University Avenue,
Rockford, Ill.

Subscribed and sworn to before me
this tenth day of June, 1918,
John M. Baker, Notary Public,
Cook County, Illinois. (NOTARIAL SEAL.)

* The letters designating various forms, as Form A, Form B, etc., are not a part of the forms and should not be copied when use is made of such forms.

3. Or, provided evidence complying with methods 1 or 2 above is not available, by the testimony of two or more eye-witnesses to the ceremony. A suitable affidavit for use in supplying this evidence is as follows (see warning preceding Form 10 in this par.):

(Form B)

In *re* Private John Richard White,
Army Serial No. 1184693,
Co. B, 152 Infantry.

State of Illinois
County of Sangamon } ss:

The undersigned, John Woodward Smith and Mary Elizabeth Smith, being first duly sworn, severally depose and say that they were eye-witnesses of the ceremony of marriage of John Richard White, the above named enlisted man, of Springfield, Sangamon County, Illinois, and Ruth Agnes Smith, of 4624 Indiana Avenue, Chicago, Illinois, performed by the Reverend Henry Morgan Brown at 4624 Indiana Avenue, Chicago, Illinois, on June 10, 1913.

(Signed) John Woodward Smith,
1460 East 47th Street,
Chicago, Ill.

(Signed) Mary Elizabeth Smith,
1460 East 47th Street,
Chicago, Ill.

Subscribed and sworn to before me
this tenth day of June, 1918,
John M. Baker, Notary Public,
Sangamon County, Illinois. (Notarial Seal.)

(*N. B. It must be borne in mind that separate affidavits, instead of a joint affidavit, will in all cases be necessary where both affiants are unable to swear to the same facts or where both are not able to appear before the same Notary Public. See par. 91.*)

4. Or, in the absence of evidence complying with methods 1, 2, or 3, by a duly verified copy of the church record of baptism of the children. No form for the record is given because this must depend upon the style of church record itself, but to be of value it must name the parents. The verification following the copy of the church record showing the baptism of the children may be as follows (see warning preceding Form 10 in this par.):

(Form C)

I, James Hamilton Moran, hereby certify that I have custody of the records of baptism of St. Paul's Church, located at Springfield, Illinois, and that the above is a true and correct copy taken from such record.

(Signed) James Hamilton Moran,
195 Willey Street,
Springfield, Ill.

5. Or, in the absence of evidence complying with methods 1, 2, 3, or 4, by the testimony of two or more witnesses who know that the parties lived together as husband and wife and were recognized as such, and who shall state how long, within their knowledge, such relation continued. A suitable form is as follows (see warning preceding Form 10 in this par.):

(FORM D)

In *re* Private John Richard White,
Army Serial No. 1184693,
Co. B, 152 Infantry.

State of Illinois
County of Sangamon } ss:

John Walter Rice and Henry Wadsworth Wright, being first duly sworn, severally depose and say that they have known John Richard White of Springfield, Sangamon County, Illinois, for over fifteen years and have known his wife, Ruth Agnes White, for five years last part, and that the said John Richard White, the above named enlisted man, and Ruth Agnes White, to the knowledge of affiants, lived together as husband and wife at said Springfield, Sangamon County, Illinois, from June 20, 1913, until the enlistment of John Richard White in the United States Army on February 1, 1918, and were recognized as husband and wife.

(Signed) JOHN WALTER RICE,
117 South Avenue,
Springfield, Ill.
(Signed) HENRY WADSWORTH WRIGHT,
149 Columbia Street,
Springfield, Ill.

Subscribed and sworn to before me
this tenth day of June, 1918,
John M. Baker, Notary Public,
Sangamon County, Illinois. (NOTARIAL SEAL.)

Under existing practice, the Bureau has also accepted as evidence of marriage, the original or a certified copy of the marriage certificate commonly given by the officiating clergyman to the persons married, but, since this is neither a church nor a public record, nor an *affidavit* by the officiating clergyman, it might seem to be without justification under sec. 22 of the Act.

If any of the children are insane, idiotic, or otherwise permanently helpless, no matter what their age, if unmarried, that fact should be incorporated in the above affidavit, one of those making the affidavit preferably being a physician in such case.

It would seem that a verified copy of the church record of baptism (see Form C) would also be proper evidence as to the ages of the children, provided such record shows their age and parentage. (The instructions at the top of Form 10 [Revised] suggest the presentation of a certified copy of such church record of baptism, but it would seem that such a record would probably lack the essential elements that the children are unmarried, and that they are in the care of their mother, thus making necessary a supplemental affidavit as to such facts.)

(*b*) *Evidence that Children are under Eighteen, etc.* The affidavit as to the children may be in the following form (see warning preceding Form 10 in this par.):

(Form E)

In *re* Private John Richard White,
Army Serial No. 1184693,
Co. B, 152 Infantry.

State of Illinois
County of Sangamon } ss:

John Walter Rice and James Wadsworth Wright, being first duly sworn, severally depose and say that Algernon White and Elizabeth White, children of John Richard White, the above named enlisted man, and Ruth Agnes White, his wife, of Springfield, Sangamon County, Illinois, are of about the ages of three years and one year, respectively, unmarried, and in the care of their mother.

(Signed) John Walter Rice,
1964 Elm Street,
Springfield, Ill.
(Signed) Henry Wadsworth Wright,
794 Walnut Street,
Springfield, Ill.

Subscribed and sworn to before me
this tenth day of October, 1918,
John M. Baker, Notary Public,
Sangamon County, Illinois. (Notarial Seal.)

(*c*) *Evidence that the Man and Woman Have not Been Divorced or Legally Separated.* Evidence that the woman making the application and the man in the service whom she claims as her husband have not been divorced or legally separated, and, if there are children, that such children are under eighteen years of age, unmarried, and in the care of the mother, or that they are insane, idiotic, or otherwise permanently helpless, and in the care of their mother, may be incorporated in either Form B or Form D, given above, provided the persons making such affidavits have knowledge of such facts. If they do not have

knowledge of such facts, then it will become necessary to have other persons make separate affidavits proving one or both of the above facts. A suitable form of separate affidavit as to the parties not having been divorced or legally separated is as follows (see warning preceding Form 10 in this par.):

(FORM F)

In *re* Private John Richard White,
Army Serial No. 1184693,
Co. B, 152 Infantry.

State of Illinois
County of Sangamon } ss:

John Baker White and James Russel Carlin, being first duly sworn, severally depose and say that they have been acquainted with John Richard White, the above named enlisted man, and Ruth Agnes White, his wife, of Springfield, Sangamon County, Illinois, for four years and that to the best of their knowledge and belief the said John Richard White and Ruth Agnes White have not been divorced or legally separated.

(Signed) JOHN BAKER WHITE,
1146 Spring Street,
Springfield, Ill.
(Signed) JAMES RUSSEL CARLIN,
974 Willow Street,
Springfield, Ill.

Subscribed and sworn to before me
this tenth day of June, 1918,
John M. Baker, Notary Public,
Sangamon County, Illinois. (NOTARIAL SEAL.)

(*d*) *Certified Copy of the Decree of Divorce or of the Court Order or Written Agreement for Separate Maintenance.* No form is given for a certified copy of the divorce decree or order for separate maintenance because the person having custody of the records containing such decree or court order will be qualified to prepare a certified copy. If the enlisted man and his wife are living apart under a written agreement providing a specified amount to be paid her, which written agreement is not a matter of court or official record, then either the written agreement itself, or a copy duly certified by a notary public or some other official authorized to administer oaths to be a true and correct copy of the original agreement, should accompany Form 10.

608. Child's Application for Allowance—Supporting Evidence

The child's application for allowance should be made on Form 11, which may be properly filled out as follows in a case where the father has already made an allotment for his wife and other children and Form 11 is filed merely because of the birth of a child subsequent to the date of allotment made by the father.

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

The only accompanying evidence necessary is a certified copy of the child's birth certificate or a certificate by the attending physician. If the certified copy of the birth certificate is taken from a public record, no form need be suggested since the form itself will be determined by the record in the public office from which it is secured, and the person making such certified copy will be competent to prepare it.

If the certificate is made by the physician attending at the birth of the child, a suitable form might be as follows (see warning preceding Form 11 in this par.):

(FORM G)

In *re* Private John Richard White,
Army Serial No. 1184693,
Co. B, 152 Infantry.

I, William B. Clark, hereby certify that I am a physician, duly licensed to practise medicine in the State of Illinois, and that as such physician I attended at the birth of a son born to John Richard White and Ruth Agnes White, on August 10, 1918, at Springfield, Sangamon County, Illinois.

(Signed) WILLIAM B. CLARK, M.D.,
1740 Oak Street,
Springfield, Ill.

Springfield, Illinois,
August 20, 1918.

If no allotment is being received by the mother or by the children, Form 11 should be supported by proof of the marriage of the parents in any one of the five methods named in sec. 22 of the Act (see par. 607, Forms A, B, C, and D), and should be further supported by the affidavits of two persons showing that the children are under eighteen years of age (preferably stating their respective ages), or insane, idiotic, or

DIVISION OF WAR RISK AND NAVAL INSURANCE.
FORM 11.

TREASURY DEPARTMENT

BUREAU OF WAR RISK INSURANCE

CHILDREN'S APPLICATION FOR FAMILY ALLOWANCE

(Act of October 6, 1917.)

This application is to be made ONLY on behalf of the CHILD or CHILDREN of an enlisted man (not an officer) in the active service of the military or naval forces of the United States. The application need not be sworn to, but the law provides a fine of not more than $5,000, or imprisonment for not more than two years, or both, for the making of any statement of a material fact known to be false in a claim for family allowance.

The term "child," as used in this act, includes an adopted child, a stepchild, and an illegitimate child.

Name of enlisted man John (First.) Richard (Middle.) White (Last.)

Serving in the Army (Army or Navy.) as Private (Rank.), in Company B, 152 Infantry, A.E.F. (Company and Regiment, vessel, station, or organization.)

Date of his entry into service February 1, 191 Place of entry Springfield, Ill.

I, Ruth Agnes White, on behalf of the unmarried child ---- of the above-named enlisted man, hereby make application for the family allowance provided for under the provisions of Article II of the act of October 6, 1917, and in support of such application furnish information, which is true to the best of my knowledge and belief, as follows:

My interest in such child ---- is that of mother (Guardian, curator, friend, etc.), and said enlisted man is the father of the following-named unmarried children, now living:

Names of children	Age.	Name of child's mother.	Child born—		
			Day.	Month.	Year.
Mathew White	15 da.		10	August	1918

The mother of said child ---- was married to said enlisted man on June 10, 1913 (Date.)

at Chicago, Illinois. (Place.) She (Died, was divorced or abandoned said child or children.)

on (Date.), at (Place.)

(See Note below.) The undersigned, residing at 136 Grant Ave., Springfield, Illinois, has custody of the above-named child.

Witnessed by—

Samuel B. Richards (Name.)

Springfield, Illinois (Post-office address.)

(Signature.) Ruth (First name.) Agnes (Middle.) White (Last.)

Post Office 136 Grant Avenue (Number and street or rural route.)

Springfield, Illinois (Town or city.) (State.)

Witnessed by—

Mary S. Richards (Name.)

Springfield, Illinois. (Post-office address.)

NOTE.—State the name and post-office address of the person or persons having custody of the children named above; and if any child is an adopted child, stepchild, or illegitimate child, or insane, idiotic, or otherwise permanently helpless, state such fact, giving the name of such child or children.

otherwise permanently helpless, and that they are unmarried and are in the care and custody of the person making application on behalf of the children for the allowance. (See par. 607, Form E.)

Form 11 may properly be filled out as follows to cover the case where the mother is dead and the children are in the custody of an aunt:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

The affidavit that the children are in the care and custody of the person applying, in their behalf, for the allowance may be in the following form (see warning preceding Form 11 in this par.):

(FORM H)

In *re* Corporal James Henry Gordon,
Army Serial No. 1783654,
Co. C, 176 Field Artillery, A. E. F.

State of Illinois
County of Cook } ss:

William B. Adams and George R. Williams, being first duly sworn, severally depose and say that John Alton Gordon and Mary Gordon, children of James Henry Gordon, the above named enlisted man, of Evanston, Illinois, Corporal, Co. C, 176 Field Artillery, A. E. F., and Helen Beale Gordon, his deceased wife, are now in the care and custody of their aunt, Martha Todd Gordon, of La Grange, Cook County, Illinois.

(Signed) WILLIAM B. ADAMS,
1940 Chicago Avenue,
Chicago, Ill.

(Signed) GEORGE R. WILLIAMS,
1560 Euclid Avenue,
Evanston, Ill.

Subscribed and sworn to before me
this eighth day of November, 1918,
John J. Watson, Notary Public,
Cook County, Illinois. (NOTARIAL SEAL.)

If the mother is living and an allowance is sought for her as well as the child, the application should be made on Form 10 for both the mother and the child, accompanied by the supporting evidence necessary under that form. See par. 607.

In the case of an illegitimate child, Form 11 must be accompanied by a certified copy of the court decree showing the amount of money the man has been ordered to pay for the child's support, or if the man acknowledges paternity of the child, Form 11 should be accompanied by the writing in which he made such acknowledgment, if such writing

DIVISION OF MILITARY AND NAVAL INSURANCE. FORM 11.

TREASURY DEPARTMENT

BUREAU OF WAR RISK INSURANCE

CHILDREN'S APPLICATION FOR FAMILY ALLOWANCE

(Act of October 6, 1917.)

This application is to be made ONLY on behalf of the CHILD or CHILDREN of an enlisted man (not an officer) in the active service of the military or naval forces of the United States. The application need not be sworn to, but the law provides a fine of not more than $5,000, or imprisonment for not more than two years, or both, for the making of any statement of a material fact known to be false in a claim for family allowance.

The term "child," as used in this act, includes an adopted child, a stepchild, and an illegitimate child.

Name of enlisted man James (First.) Henry (Middle.) Gordon (Last.)

Serving in the Army (Army or Navy.) as Corporal (Rank.), in Co. C, 176 Field Artillery, A.E.F. (Company and Regiment, vessel, station, or organization.)

Date of his entry into service February 1, 1918. Place of entry Chicago, Ill.

I, Martha Todd Gordon, on behalf of the unmarried children of the above-named enlisted man, hereby make application for the family allowance provided for under the provisions of Article II of the act of October 6, 1917, and in support of such application furnish information, which is true to the best of my knowledge and belief, as follows:

My interest in such children is that of paternal aunt (Guardian, curator, friend, etc.), and said enlisted man is the father of the following-named unmarried children, now living:

Names of children.	Age.	Name of child's mother.	Child born— Day.	Month.	Year.
John Alton Gordon	5yrs.	Helen Beale Gordon	1	July	1914
Mary Gordon	2yrs.	Helen Beale Gordon	5	Sept.	1916

The mother of said children was married to said enlisted man on April 5, 1918 (Date.) at Evanston, Illinois (Place.). She died (Died, was divorced or abandoned said child or children.) on September 20, 1916 (Date.), at Evanston, Illinois (Place.).

(See Note below.) The undersigned, residing at 114 Russel Avenue, La Grange, Illinois, has custory of the above-named children.

Witnessed by—

William B. Adams (Name.)

La Grange, Illinois (Post-office address.)

(Signature.) Martha (First name.) Todd (Middle.) Gordon (Last.)

Post Office 114 Russell Avenue (Number and street or rural route.)

La Grange, Illinois (Town or city.) (State.)

Witnessed by—

George R. Williams (Name.)

La Grange, Illinois (Post-office address.)

NOTE.—State the name and post-office address of the person or persons having custody of the children named above; and if any child is an adopted child, stepchild, or illegitimate child, or insane, idiotic, or otherwise permanently helpless, state such fact, giving the name of such child or children.

is available. If such acknowledgment is not available, or if it is thought inadvisable to send it with Form 11, then a duly certified copy should be attached. The certification that it is a true copy should preferably be made by a notary public or some other person authorized to administer oaths, rather than by the mother of the child. No form for the certified copy of the court decree is given because the person making such certified copy will be competent to prepare it.

609. Emergency Information—Compensation and Insurance—Form 501

When information of the death of an officer or enlisted man in the service comes to the attention of the Bureau of War Risk Insurance, the Compensation-Claim Section of the Bureau sends Form 501, usually to the emergency addressee, accompanied by a letter, giving instructions as to the filling out of Form 501. Form 501 is simple, but particular care should be exercised to show accurately whether the father or mother of the deceased, or both, were dependent upon the deceased for support. Mere contribution by the deceased to their support may not constitute dependency. The instructions contained in the letter of instruction accompanying it should be carefully observed in filling out Form 501. Form 501 is simple and therefore is not reprinted.

610. Claimant's Affidavit for Burial Expenses—Form 531

Where the death of the officer or enlisted man occurred before his discharge or resignation from the service, the United States will pay, through the Bureau of War Risk Insurance, the expenses of burial and (if this expense has not been met by the War Department, see pars. 70 and 152) the expenses for return of his body to his home, in a sum not exceeding $100. This does not cover cases of death overseas. The claim for reimbursement for burial expenses and the return of the body is made on Form 531, which is procurable from the Compensation-Claim Section of the Bureau of War Risk Insurance. Form 531, depending upon the particular facts, may be suitably filled out as follows:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

DIVISION OF MILITARY AND NAVAL INSURANCE
FORM 531

File No. .....
(Burial expense.)

Treasury Department
BUREAU OF WAR RISK INSURANCE

CLAIMANT'S AFFIDAVIT

I, Daniel F. Brown (Name.), of 264 Freemont Street (No.) (Street.), Cedar Rapids (City or town.) Iowa (State.), hereby make claim for $45.50, the amount expended by me for the burial expenses and the return home of the body of David Dale Brown (Name.) Private (Rank.) Company B, 117 Infantry (Organization.) who died at (or in) Camp Grant, Rockford, Illinois (Place of death.), on the 17th day of October, 1918, before discharge or resignation from service. I submit the following affidavit in support of my claim.

(Signed) Daniel F. Brown
(Signature of Claimant.)

STATE OF Iowa
COUNTY OF Linn } ss:

I, Daniel F. Brown, of Cedar Rapids, Iowa, on oath depose and say that I am the brother (Relationship to deceased.) of David Dale Brown, who died on the 17th of October, 1918, that I paid in all $45.50 for the return home and burial of the body of said deceased as shown by the itemized account and the receipted bills hereto annexed, which are made a part of this affidavit, and contain a complete and accurate account of all burial and funeral expenses incurred on account of the death of said deceased.

(Signed) Daniel F. Brown
(Signature of Affiant.)

Subscribed and sworn to before me this 24th day of October, 1918.

2—4517

(Signed) Charles T. Howard
Notary Public

(NOTARIAL SEAL)

A public voucher for payment of burial expenses and return of body (Form 515), with an itemized account and receipted or unreceipted bills for all burial and funeral expenses, must be attached to Form 531 when it is returned to the Bureau. Both Form 531 and Form 515 are supplied by the Bureau upon application. Form 531 is not printed because it is simple and presents no difficulties. A suitable form for the itemized account to be attached is as follows (see warning preceding Form 531 in this par.):

October 24, 1918

United States of America
To Daniel F. Brown, Dr.,
264 Freemont Street, Cedar Rapids, Iowa.

Expenses for the return home and burial of the body of Daniel Dale Brown, Private, Co. B, 117 Infantry:

Hearse at Cedar Rapids, Iowa	$10.00
Carriages for pall-bearers and relatives	15.00
Burial lot	20.50
Total	$45.50

A receipted bill might follow the following form:

United States of America
To Graceland Cemetery Association, Dr.

Cemetery lot No. 365 for burial of Daniel Dale Brown $20.50
Received payment, December 1, 1918, from Daniel F. Brown.

GRACELAND CEMETERY ASSOCIATION,
By JOHN H. HUGHES,
Treasurer

Unreceipted bills may be attached. Payments for items represented by either receipted or unreceipted bills will be made to the person who forwards them and executes Form 515, and who will be charged with making payments to those whose bills were unreceipted. It is essential that all bills, whether receipted or unreceipted, be sent in by the same person. If unreceipted bills are attached, Form 515 must be altered accordingly.

611. Affidavit of Beneficiary of Government Insurance—Form 514

As soon as the Bureau has information of the death of an officer or enlisted man who had taken out Government insurance, the beneficiary is informed by the Bureau, Form letter 55, and asked to fill out Form

DIVISION OF MILITARY AND NAVAL INSURANCE
Form 514

FILE NO. _____
(Insurance—Contract)

TREASURY DEPARTMENT
BUREAU OF WAR RISK INSURANCE

AFFIDAVIT OF BENEFICIARY

STATE OF Iowa }
COUNTY OF Polk } ss:

I, Selina Emily Smith (Name of beneficiary.), on oath depose and say that I was born on the tenth day of April (Month.) 1886 (Year.), and reside at 163 Jefferson Street (No.) (Street.) Des Moines (City or town.) Iowa (State.); that I am the wife (Relationship to the deceased.) of Richard Baker Smith (Name of the deceased.); and that I believe myself to be the person named as the beneficiary of insurance granted by the United States to the said Richard Baker Smith (Name of deceased.) That I understand the said Richard Baker Smith (Name of deceased.) died at Paris (City or town.) in France (State or country.), on the tenth day of September, 1918, as a result of wounds received in action

The only relatives of said Richard Baker Smith (Name of deceased.) within the permitted class of spouse, child, grandchild, parent, brother, and sister, of whom I have any knowledge are as follows:

FULL NAME.	RELATIONSHIP TO DECEASED.	AGE.	ADDRESS.
Selina Emily Smith	Wife	32 yrs.	163 Jefferson St., Des Moines, Ia.
Henry Gordon Smith	Son	10 yrs.	163 Jefferson St., Des Moines, Ia.
Mary Rogers Smith	Daughter	5 yrs.	163 Jefferson St., Des Moines, Ia.
William B. Smith	Father	65 yrs.	Fort Dodge, Iowa.
Harvey W. Smith	Brother	40 yrs.	Springfield, Mass.
Martha Rogers	Sister	35 yrs.	Dubuque, Iowa.

(Signed) Selina Emily Smith
(Beneficiary's signature in full.)

Subscribed and sworn to before me this 24th day of September, 1918

(Signed) Frank B. Gaines
Notary Public.
(NOTARIAL SEAL)

We, the undersigned, hereby severally certify that we are well acquainted with Selina Emily Smith, whose name is subscribed to the above affidavit, and that ~~he~~ she is the wife (Relation to the deceased.) of the deceased.

William Howard Gordon (Signature of witness.) 116 University Avenue, Des Moines, Iowa. (Address of witness.)

George R. King (Signature of witness.) 184 Equitable Building, Des Moines, Iowa. (Address of witness.)

PENALTY.

"SECTION 25. That whoever in any claim for family allowance, compensation, or insurance, or in any document required by this Act or by regulation made under this Act, makes any statement of a material fact knowing it to be false, shall be guilty of perjury and shall be punished by a fine of not more than $5,000, or by imprisonment for not more than two years, or both."

514. Care should be taken that Form 514 is signed before a notary public, commissioner of deeds, or some other person authorized by law to administer an oath. The signature must be witnessed by two persons, who must sign their names and affix their addresses in the place provided.

A copy of Form 514, supplied by the Bureau of War Risk Insurance, should always be used by the beneficiary. No attempt should be made to prepare a form like it; if the copy supplied is spoiled, return it to the Bureau and ask for another. This form suitably filled out covering a simple case is as follows:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

612. Application of a Person Disabled in the Service for Compensation, or for Insurance Payments in Case of Permanent and Total Disability—Form 526

Form 526 is used to cover either one of the following cases:

(1) Application of discharged officer or enlisted man for compensation, whether his disability be total or partial. Such application may be filed either at the time of discharge or subsequent thereto, but within the five years' limitation fixed in sec. 309 of the Act.

(2) Application of officer or enlisted man, if insured, for insurance payments *on the ground of permanent and total disability.*

Form 526 is furnished to every disabled officer and enlisted man and every officer and enlisted man claiming disability at the time of his separation from the service. At that time, assistance is given him by competent officials in filling out the application, and complete information as to the proof required in support of his claim is supplied. Form 526, after it has been properly filled out and executed, is then forwarded by the camp personnel adjutant to the Compensation-Claim Section of the Bureau of War Risk Insurance with a copy of the report of the physical examination of the officer or enlisted man, which is given him at the time of his discharge, attached thereto. If the officer or enlisted man does not desire to execute an application for compensation, the note 'Officer (soldier) did not desire to execute Form 526 BWRI' will be written or stamped on the copy of the report of his physical examination, which will then be forwarded by the personnel adjutant without letter of transmittal directly to the Compensation-Claim Section of the Bureau of War Risk Insurance.

Where Form 526 is executed at camp at the time of the officer's or enlisted man's discharge, it may be difficult for him to procure the proof called for in pars. 3, 4, 5, 6, and 7 of the instructions on page 1 of Form 526. Whatever proof it is impossible to supply at that time should be obtained upon the officer's or man's return to his home and be forwarded immediately to the Compensation-Claim Section of the Bureau of War Risk Insurance with a statement giving his full name, Army serial number, if an enlisted man, grade and organization in the service, and date of discharge or separation therefrom. The advice and assistance of the camp war risk judge advocate should be fully utilized in the application for compensation.

Where Form 526 was not filled out at the time of the man's discharge, home service sections may render valuable service in assisting in the preparation of Form 526 and supporting evidence. Where Form 526 has been filled out already at camp, home service sections may render service in assisting in preparation of the supporting evidence which the discharged man may have been unable to procure at the time of his discharge.

Page 1 of Form 526 reads as follows:

Treasury Department,
Bureau of War Risk Insurance,
Form 526. *File No.*.....

APPLICATION OF PERSON DISABLED IN THE SERVICE

Read with Great Care

You must furnish the information called for in this application, and support your answers with proof called for in these instructions, as part of your claim under the act of Congress of October 6, 1917. Every question herein must be answered fully and clearly. Answers and affidavits should be written in clear, readable hand, or typewritten, and if you do not know the answer to a question, say so.

1. Kindly forward with the application your certificate of discharge from the service. A copy will be made at this office and the original will be returned to you. If at the time of your discharge or resignation you obtained from the Director of the Bureau of War Risk Insurance a certificate that you were then suffering from injury likely to result in death or disability, the original or a certified copy of such certificate of disability should be forwarded with this application as part of your claim.

2. You should also inclose a report by your attending or examining physician on the inclosed physician's report blank. If you are receiving treatment in any hospital, sanitarium, or similar institution, you may submit the hospital report or record of your case, showing your physical condition, the origin, nature, and extent of your disability, and the probable duration of such disability.

3. If you have a wife or children, the fact that your wife and children are living must be shown by the affidavits of two persons, who should also state whether you

and your wife and children are living together or apart, and whether or not you are divorced.

4. Your marriage must be proven by a certified copy of the public or church record, or if this is not obtainable, by the affidavit of the clergyman or magistrate who officiated, or by the affidavits of two eye-witnesses to the ceremony, or of two persons who have personal knowledge of your marriage. If either party was divorced from a former wife or husband, that fact should be shown by a verified copy of the court order or decree of divorce.

5. Ages of children must be shown by a certified copy of the public record of birth, or the church record of baptism, or if these are not obtainable, by the affidavits of two persons, giving the name of the child, the date and place of birth, and the names of both parents.

6. If claim is made on account of a step-child, it must be shown by the affidavits of two persons whether such child is a member of the claimant's household, and if claim is made for an adopted child, a certified copy of the court letters or decree of adoption must be submitted.

7. If additional compensation is claimed for a dependent parent, relationship to such parent must be shown by a certified copy of the public record of the claimant's birth, or the church record of his baptism, or if such evidence cannot be obtained, by the affidavits of two persons. Whether or not the dependent parent for whom compensation is claimed is a widow or widower should be shown by the affidavits of two persons, who must also state the amount of such parent's annual income from all sources, and the specific amount of income from each separate source, the location and value of all property, real and personal, owned by said dependent, his or her physical condition, employment and earnings, and the amount of the disabled person's average monthly contribution to the support of the dependent parent. The parent claimed for should be one of the persons to make affidavit to these facts if mentally competent.

8. The affidavits of two persons required in support of your claim should be made on the blank form on the last page of this application.

All papers which you send this bureau must bear your full name, rank, and organization. The number.....must also appear upon each paper.

.....
Deputy Commissioner

The three blanks on page 1 are filled out by the Bureau before it is sent to the applicant.

Page 4 of Form 526 is a blank affidavit which should be used for supplying so much of the necessary supporting evidence as may be placed thereon.

Pages 2 and 3 of Form 526, covering a case of disability for which there is application for compensation, may be filled out as follows:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

PENALTY

Sec. 25. That whoever in any claim for family allowance, compensation, or insurance, or in any document required by this act, or by regulation made under this act, makes any statement of a material fact, knowing it to be false, shall be guilty of perjury and shall be punished by a fine of not more than $5,000, or by imprisonment for not more than two years, or both.

1. Full name William (Given name.) Fletcher (Middle name.) Brown (Last name.)
2. Address 4624 (Number.) Indiana Ave. (Street.) Chicago, (City or town.) Illinois. (State.)
3. Under what name did you serve? William Fletcher Brown
4. Color White Date of birth June 1, 1890 Place of birth Rockford, Ill.
5. Make a cross (X) after branches of service you served in:

   Army X Navy Marine Corps Coast Guard General Military Service

6. Date you last entered service February 1, 1918 Place of entry Chicago, Illinois
7. Rank or rating at time of discharge Private
8. Company and regiment or organization, vessel, or station in which or on which you last served Company F, 117 Infantry

8a. State fully any other service in the military or naval forces of the United States None

9. Date and place of last discharge December 15, 1918 Walter Reed General Hospital
10. Cause of discharge Physical Disability from wounds received in action.
11. Nature and extent of disability claimed Loss of right arm
12. Date disability began July 20, 1918
13. Cause of disability Wounds received in action
14. When and where received Near Montdidier, France, July 20, 1918
15. Occupations and wages before entering service Railway brakeman at wages of about $75 per month. Before that a plumber's helper receiving 40¢ per hour.
16. Last two employers:

    Illinois Central Railroad (Employer's name.) Chicago, Ill. (Address.) Jan. 1, 1916 to Jan. 31, 1917 (Time employed.)

    John R. Smith (Employer's name.) 1798 Wabash Ave., Chicago, Ill. (Address.) Jan. 20, 1914 to Dec. 31, 1915. (Time employed.)

17. Occupations since discharge, dates of each, and wages received; if less than before service, why Have not yet procured employment
18. Present employer Not employed (Full name.) (Address.) (Time employed.)
19. Name and address of doctor or hospital treating you Walter Reed General Hospital
20. Are you confined to bed? No Do you require constant nursing or attendance? No
21. Name and address of nurse or attendant No regular nurse
22. Are you willing to accept medical or surgical treatment if furnished? Yes
23. Are you single, married, widowed, or divorced? Married
24. Times married Once 25. Date and place of last marriage June 1, 1917, Chicago, Ill.
26. Times present wife has been married Once
27. Maiden name of wife Martha Raymond 28. Do you live together? Yes

29. Have you now living a child or children, including stepchildren and adopted children, under eighteen years of age and unmarried? Yes

30. If so, state below full name of each child, and date of birth; if a stepchild or adopted child, so state, and give date child was adopted by you or became a member of your household.

Name of child. (Given.) (Middle.) (Last.)	Date of birth. Day	Month	Year.	Name and address of person with whom child lives.
George Martin Brown	31	March	1918	William Fletcher Brown and Martha Raymond Brown, 4624 Indiana Ave., Chicago, Illinois.

31. Have you a child of any age who is insane, idiotic, or otherwise permanently helpless? No.

32. State whether your parents are living together, separated, divorced, or dead Father dead; mother living

33. Give name and address of each parent living Mary Rogers Brown, mother, 146 Grant Avenue, Springfield, Illinois.

34. Age of each parent Mother is sixty-one years old

35. Extent either is actually dependent on you for support Mother is dependent upon me for support to the extent of $25 per month

36. To whom did you make an allotment of your pay? Wife and mother

37. Amount of allotment $15 per month to wife, $5 per month to mother

38. Give number of any other claim filed on account of this disability, and place filed None

39. Did you apply for War Risk Insurance? Yes 40. When and where? Camp Grant

41. Insurance certificate number 1,617,412

42. Name of beneficiary Martha Raymond Brown, wife, $8,000, Mary Rogers Brown, mother, $2,000

I make the foregoing statements as a part of my claim with full knowledge of the penalty provided for making a false statement as to a material fact in a claim for compensation or insurance.

William Fletcher Brown
(Signature of claimant.)

Subscribed and sworn to before me this tenth day of January, 1919

by William Fletcher Brown
claimant, to whom the statements herein were fully made known and explained.

Richard R. Williams
Notary Public.

We, the undersigned, hereby certify that we are well acquainted with William Fletcher Brown the claimant whose name was subscribed hereto in our presence, and that we know him to be the person described herein.

Robert Leroy Cole
(Signature of witness.)

1920 E. 47th Street, Chicago, Ill.
(Address of witness.)

Martin P. Levy
(Signature of witness.)

4672 Howard Ave., Chicago, Ill.
(Address of witness.)

The affidavit required by par. 3 of the instructions on the first page of Form 526 may be in form as follows (see warning preceding Form 526 in this par.):

(FORM I)

In *re* Private William Fletcher Brown,
Army Serial No. 2114763. C–17463,
Co. F, 117 Infantry.

State of Illinois } ss:
County of Cook }

John Howard Smith and Alfred Johnson, being first duly sworn, severally depose and say that for five years past they have been acquainted with William Fletcher Brown, the above named enlisted man, of 4624 Indiana Avenue, Chicago, Illinois, and with Martha Raymond Brown, his wife, and are informed and believe and state the fact to be that the said William Fletcher Brown and Martha Raymond Brown, his wife, are not divorced, and that they and their child, George Martin Brown, are living together.

(Signed) JOHN HOWARD SMITH,
1490 Wabash Avenue,
Chicago, Ill.
(Signed) ALFRED JOHNSON,
2065 LaSalle Street,
Chicago, Ill.

Subscribed and sworn to before me
this twenty-second day of December, 1918,
Harry T. Grayson, Notary Public,
Cook County, Illinois. (NOTARIAL SEAL.)

For suitable forms for the affidavits required by par. 4 on the first page of Form 526, see par. 607. Form A is a suitable form of affidavit by the clergyman or magistrate. Form B is a suitable form of affidavit by eye-witnesses to the ceremony, and Form D is a suitable form to be used by persons who have personal knowledge of the marriage. No suggestions are necessary as to the form for certified copies of public or church records of marriage or verified copies of court orders or decrees of divorce, because the persons called upon to prepare such certificates will have experience in making them.

Proof of the matters required by par. 5 on the first page of Form 526 may be in any one of several forms. No form is given of a certified copy of the public record of birth, because the person having custody of such records is fully qualified to prepare a certified copy. If proof is made by the church record of baptism, the certificate indicated in Form C, par. 607, should be attached, and care should be taken that the church record of baptism shows the date of the child's birth or his

age at the time of baptism. If neither of the above forms of proof is available, then such proof may be made by the affidavits of two persons, using a form somewhat as follows (see warning preceding Form 526 in this par.):

(FORM J)

In *re* Private William Fletcher Brown,
Army Serial No. 2114763. C–17463,
Co. F, 117 Infantry.

State of Illinois
County of Cook } ss:

John Howard Smith and David C. Horner, being first duly sworn, severally depose and say that they are informed and believe and therefore state the fact to be that George Martin Brown, son of William Fletcher Brown, the above named enlisted man, and Martha Raymond Brown, of 4624 Indiana Avenue, Chicago, Illinois, was born at 4624 Indiana Avenue, Chicago, Illinois, on March 31, 1918.

(Signed) JOHN HOWARD SMITH,
1490 Wabash Avenue,
Chicago, Ill.
(Signed) DAVID C. HORNER,
1490 Marquette Boulevard,
Chicago, Ill.

Subscribed and sworn to before me
this twenty-second day of December, 1918,
Harry T. Grayson, Notary Public,
Cook County, Illinois. (NOTARIAL SEAL.)

Par. 6 on the first page of Form 526 requires, where the child is a step-child, that it be shown by the affidavits of two persons that the child is a member of the claimant's household, and if claim is made for an adopted child, that a certified copy of the court letters or decree of adoption be submitted. No form is given for the certified copy of court letters or decree of adoption because the person having custody of these records is fully competent to prepare such copies. An affidavit that the child, if a step-child, is a member of the claimant's household may be in form as follows (see warning preceding Form 526 in this par.):

(FORM K)

In *re* Private Henry Payne Smith,
Army Serial No. 2763492. C–14692,
Co. D, 214 Infantry.

State of Illinois
County of Cook } ss:

Richard Baker and Henry P. Clifford, being first duly sworn, depose and say that John Barbour, a step-child of Henry Payne Smith, the above-named enlisted man,

of 1435 Marquette Blvd., Chicago, Ill., is a member of the household of the said Henry P. Smith.

(Signed) RICHARD BAKER,
1435 Marquette Blvd.,
Chicago, Ill.
(Signed) HENRY P. CLIFFORD,
1317 Jackson Park Terrace,
Chicago, Ill.

Subscribed and sworn to before me
this twenty-second day of December, 1918,
Harry T. Grayson, Notary Public,
Cook County, Illinois. (NOTARIAL SEAL.)

Great care must be exercised to make a complete and absolutely accurate statement of the facts relating to dependency called for by par. 7 of the instructions on page 1 of Form 526. The allegations or relationship between the dependent parent and the disabled person may be included or may be shown by a certified copy of a public record of the claimant's birth or the church record of his baptism.

The affidavit as to dependency should be made by two persons, one of whom should be one of the dependent parents for whom compensation is asked. The affidavit might be in the following form (see warning preceding Form 526 in this par.):

(FORM L)

In *re* Private William Fletcher Brown,
Army Serial No. 2114763. C–17463,
Co. F, 117 Infantry.

State of Illinois } ss:
County of Cook }

William R. Lee and Mary Rogers Brown, being first duly sworn, severally depose and say, upon information and belief in the case of the said William R. Lee and of her own knowledge in the case of Mary Rogers Brown, that your affiant, Mary Rogers Brown, is the mother of William Fletcher Brown, the above-named enlisted man, of 4624 Indiana Avenue, Chicago, Illinois; that Mary Rogers Brown is a widow whose husband, John Thomas Brown, was the father of William Fletcher Brown, and died at Springfield, Ill., January 20, 1911; that the gross annual income of Mary Rogers Brown from all sources, including previous contributions of the above-named enlisted man, does not exceed the sum of $812 per year, from which taxes and fire insurance must be deducted, and comes from the following sources: value of use and occupation of home of Mary Rogers Brown at 146 Grant Avenue, Springfield, Ill., $240; income from a $4000 mortgage owned by Mary Rogers Brown, $200 per year; rent of one room in home of Mary Rogers Brown, $72 per year; contribution to support of Mary Rogers Brown by her son, William Fletcher Brown, $300 per year; that all of the property owned by Mary Rogers Brown is as follows: her house and

lot located at 146 Grant Avenue, Springfield, Ill., of the value of $4,500; a mortgage in the sum of $4,000 drawing 5 per cent. interest; and the household furniture in her house to the value of $500; that Mary Rogers Brown is sixty-one years old, in frail health and under the care of a physician a considerable part of each year because of rheumatism; that the said Mary Rogers Brown has no employment and earns nothing from her own labor and is, in fact, unable to accept or carry on outside employment for wages; and that the average monthly contribution of William Fletcher Brown to the support of your affiant, Mary Rogers Brown, from the time of her husband's death in 1911 until date has been $25 per month.

(Signed) WILLIAM R. LEE,
431 Spring Street,
Springfield, Ill.
(Signed) MARY ROGERS BROWN,
146 Grant Avenue,
Springfield, Ill.

Subscribed and sworn to before me
this twenty-second day of December, 1918,
Harry T. Grayson, Notary Public,
Cook County, Illinois. (NOTARIAL SEAL.)

If proof of relationship of the dependent parent to the claimant is made by independent documents, then the allegation as to relationship at the commencement of the above affidavit should be omitted.

All of the various matters which it is necessary to prove in order to comply with the various instructions on page 1 of Form 526 should be incorporated in as few affidavits as possible, preferably securing persons to make these affidavits who have knowledge of the variety of facts covered by the different affidavits. The blank form used on the last page of Form 526 should be used as far as possible. If additional affidavits are necessary beyond the one form supplied on the last page of Form 526, then such additional affidavit or affidavits should be securely attached to Form 526.

Where Form 526 is filled out at home subsequent to discharge, greater care will be necessary than where it is filled out at camp at time of discharge under the supervision of the camp insurance officer. When sent in after discharge, care must be exercised to have Form 504, showing medical examination, accompany it. Form 504, the physician's certificate after medical examination, is not printed because it should be filled out by the physician himself.

613. Application of Wife, Child, or Dependent Parent for Compensation—Form 527

Form 527 is used by a wife, child, or a dependent parent in making application for compensation. A copy of Form 527 supplied by the Bureau of War Risk Insurance should always be used. No attempt should be made to prepare a form like it; if the first copy supplied is spoiled, return it to the Bureau and ask for another.

The first page of Form 527 reads as follows:

Treasury Department,
Bureau of War Risk Insurance,
Form 527.

File No. C.....

APPLICATION OF WIFE, CHILD OR/AND DEPENDENT PARENT
IMPORTANT INSTRUCTIONS

Read with Great Care

You must fill out this application for compensation, sign your name as claimant at the end, and swear to the truth of your answers before a notary public or other official empowered to acknowledge oaths. Every question must be answered fully and clearly. Answers and affidavits should be written in ink in a clear, readable hand, or typewritten. If the answer to any question is not known to the claimant, the statement 'I don't know' will be considered a sufficient answer. No award of compensation will be made until formal claim is received and complete proof submitted.

You must support your application with the proof called for in the following instructions. The affidavits required should be made on the form on the back of the last page of this application. If application is made on account of death that did not occur in the service, the date, place, and cause of death must be shown by a certified copy of the public record of death, and the deceased's certificate of discharge from the service should also be submitted, if possible.

(*A*) *Proof of Wife.*

Marriage to the disabled or deceased person must be shown by a certified or verified copy of the public or church record, or by the affidavit of the clergyman or magistrate who officiated, or if public or church records are not obtainable, by the affidavits of two eye-witnesses to the ceremony, or by the affidavits of two persons having personal knowledge of the marriage. A wife must also prove by the affidavits of two persons whether or not she was divorced from the husband on account of whose disability or death compensation is claimed, and whether or not she has remarried if he is dead. A wife who was divorced from a former husband must also submit a certified copy of the court order or decree of divorce from such former husband.

(*B*) *Proof for Children.*

1. Children for whom compensation is claimed must be shown to be living by the affidavits of two persons, who shall also state in whose custody they are and who is supporting them. Their ages must be proved by certified or verified copies of the public or church record of birth, or if such records are not obtainable, by the affidavits of two persons.

2. If compensation is claimed for a step-child, the fact that such child was a member of the household of the deceased must be shown by the affidavits of two persons; if an adopted child is claimed for, its legal adoption must be proved by a certified copy of the court order or decree of adoption. An illegitimate child must be shown to have been acknowledged by the father in writing to be entitled to compensation.

(*C*) *Proof of Dependent Parent.*

1. Relationship must be shown by a certified copy of the public record of birth or of the church record of baptism of the person who was injured or died in the service, and the affidavits of two persons identifying the claimant as one of the parents named in such record, or by the affidavits of the physician, midwife, or nurse in attendance at the birth, or if public or church records are not obtainable, by the affidavits of two persons having personal knowledge of the relationship.

2. Dependency must be shown by the affidavits of two persons who shall state the amount of the claimant's total annual income from all sources, the amount contributed to his or her support by each member of the family, including his or her spouse, during the last twelve months, the claimant's own employment and earnings, if any, and if none why claimant is not capable of self-support. The location and value of all property, real and personal, owned by such dependent parent must also be shown and a statement made of any encumbrances thereon.

All papers which you send this Bureau must bear the full name of the person injured or killed in the service and his rank and organization in the service. The number C.....must also appear upon each paper.

.....

Deputy Commissioner

PENALTY

That whoever in any claim for family allowance, compensation, or insurance, or in any document required by this act or by regulation made under this act, makes any statement of a material fact knowing it to be false, shall be guilty of perjury and shall be punished by a fine of not more than $5,000, or by imprisonment for not more than two years, or both.

The fourth page is a blank affidavit which is not reprinted. Pages 2 and 3 suitably filled out to cover a case of a wife who applies for compensation for herself and child is as follows:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

1. Claimant's full name Mary Lee Green 2. Age 26
3. Name of person injured or killed in the service William Hodges Green
4. Date and place of his birth January 2, 1889, Marshalltown, Ia.
5. His relationship to you husband 6. His color white 7. His height 5 ft. 10 in.
8. His occupation before entering the service farmer
9. Date and place he last entered service Des Moines, Ia., December 5, 1917
10. Branch of service he was in—Army Army ~~Navy~~ ~~Marine Corps~~ ~~Coast Guard~~ Other branch
11. His rank or rating at time of last discharge Corporal
12. Company and regiment or organization, vessel, or station in or on which he was serving. Co. "F", 117th Infantry
13. Describe injury suffered or disease contracted in the service causing death or disability Died of pneumonia, contracted while in service at Camp Dodge on March, 20, 1918.
14. Did death result (*a*) while in the service? Yes (*b*) If so, state the amount, if any, expended by you for the return home and burial of the body $55.00
15. Date of discharge from the service ---------- Date of death March 20, 1918
16. Date when and place where injury or disease causing disability or death was first received March 10, 1918, Camp Dodge, Iowa
17. Nature and extent of the disability resulting therefrom death from pneumonia.
18. If disability or death occurred after discharge or resignation from the service, state—
    (*a*) Whether the disabled or deceased himself ever filed a claim for compensation or insurance in this Bureau and, if so, the file number given his claim
    (*b*) Whether he obtained a certificate from the director of the Bureau to the effect that at the time of his discharge or resignation he was suffering from injury likely to result in disability or death, and, if so, the number of the certificate furnished him
    (*c*) Whether he ever applied for War Risk Insurance, and, if so, the number of the certificate of insurance issued him
19. Was he married or single? Married If married, how many times? Once
20. Date and place of last marriage. April 1, 1915, State Centre, Ia.
21. Maiden name of his wife, if any Mary Lee 22. Is she living? Yes
23. Were they divorced? No 24. Her present address. State Centre, Ia.
25. Had she been previously married? No 26. Was she divorced from a former husband? No
27. If so, give date of divorce 28. Has she remarried?
    If so, state date 29. Has he any child or children living, including adopted children and stepchildren, under 18 years of age and unmarried? Yes
30. If so, give name and following particulars of each such child to the best of your knowledge and belief:

FULL NAME OF CHILD.	DATE OF BIRTH.			NAME AND ADDRESS OF PERSON HAVING CUSTODY OF THE CHILD
	Day.	Month.	Year.	
William Green	10	June	1916	Mary Lee Green
Elizabeth Green	4	Oct.	1917	Mary Lee Green

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31. If any child is a stepchild, an adopted child, or an illegitimate child, state the full name of such child and the name of the mother; and if an adopted child, the date of legal adoption ..... No step-child, no illegitimate child, no adopted child

32. Name and date of birth of any child of the person on account of whose injury or death claim is made, who is insane, idiotic, or otherwise permanently helpless ..... None

33. Name and address of each parent of person on account of whose injury or death claim is made ..... George H. Green, father, State Centre, Ia. Margaret Green, mother, State Centre, Ia.

34. Are they incapable of self-support? partially. If so, how is each one incapacitated? By old age and chronic sickness

35. On whom does each depend for support? Robert W. Green, a son

36. Did the person injured or killed in the service contribute to their support? Yes If so, what amount did he contribute monthly to each? $20 monthly

37 Cash value of all property, real and personal, owned by each dependent parent $6000 owned by father and $2000 owned by mother

38. Name, age, and monthly contribution to support of such dependent parent(s) of each member of the household $20 monthly by Robert W. Green, a son, and $20 monthly by the deceased, William Hodges Green

39. Total monthly income of each dependent parent: Mother, $ 10.00; father, $ 60.00

40. Has claimant any other relative who was or is in the military or naval service of the United States? No If so, state name, relationship, rank, and branch of service he is in

41. Did claimant ever apply for or receive an allotment of pay, or allowance, or compensation from the United States on account of any person's service? No If so, state number of said claim and date and amount of allotment, allowance, or compensation received

I make the foregoing statements as a part of my claim with full knowledge of the penalty provided for making a false statement as to a material fact in a claim for compensation or insurance.

Mary Lee Green (Signature of claimant (wife).)	State Centre, Iowa (Address of claimant (wife).)
Margaret Green (Signature of claimant (mother).)	State Centre, Iowa (Address of claimant (mother).)
George H. Green (Signature of claimant (father).)	State Centre, Iowa. (Address of claimant (father).)

Subscribed and sworn to before me this 20th day of December, 19 19., by Mary Lee Green, Margaret Green and George H. Green claimant(s), to whom the statements herein were fully explained.

Edward C. Harrison
Notary Public.

We, the undersigned, certify that we are well acquainted with Mary Lee Green, Margaret Green and George H. Green the claimant(s), whose name(s) was/were subscribed hereto in our presence.

Walter B. Jackson (Signature of witness.)	State Centre, Iowa. (Address of witness.)
Henry P. Fisher (Signature of witness.)	State Centre, Iowa. (Address of witness.)

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The requirements as to proof of marriage mentioned in par. A on the first page of Form 527 are in some respects similar to those respecting the proof of marriage required for Form 526, par. 612, and also for Form 10, as explained in par. 607. If proof is not made by certified or verified copy of the public or church record of marriage, then Form A, par. 607, is a suitable form of affidavit by eye-witnesses to the ceremony. If no one of the above mentioned forms of proof of marriage is available, then proof may be made by the affidavits of two persons having personal knowledge of the marriage. Such proof may be in the following form:

(FORM M)

In *re* Corporal William Hodges Green,
Army Serial No. 983456. C–12762,
Co. F, 117 Infantry.

State of Iowa
County of Cedar } ss:

Richard B. Smith and Henry T. Lee, being first duly sworn, severally depose and say that they have known Mary Lee Green, formerly Mary Lee, and William Hodges Green, the above named enlisted man, of State Centre, Iowa, for more than five years last past; that your affiants are informed and believe that on April 1, 1915, the said Mary Lee and William Hodges Lee were lawfully married at State Centre, Iowa, and that to the knowledge of affiants they have since that time lived together as husband and wife and are reputed so to be.

(Signed) RICHARD B. SMITH,
Tipton, Iowa.
(Signed) HENRY T. LEE,
Tipton, Iowa.

Subscribed and sworn to before me
this twentieth day of December, 1918,
Charles T. Clayton, Notary Public,
Cedar County, Iowa. (NOTARIAL SEAL.)

In this connection it should be borne in mind that sec. 22 [5] of the War Risk Insurance Act requires 'that marriages, except such as are mentioned in sec. 4705 of the Revised Statutes, shall be proven in compensation or insurance cases to be legal marriages, according to the law of the place where the parties resided at the time of marriage or at the time when the right to compensation or insurance accrued'. In this respect the requirements as to proof of marriage differ in compensation and insurance cases from the requirements in allotment and allowance cases. See pars. 85 and 104.

The proof that a wife is not divorced from her husband might follow the same style as Form 1, par. 612, except that the allegations as to

their living together and as to their child should be omitted. No form is given for a certified copy of the court order or decree of divorce in the case of a divorced wife because the person having custody of such documents is experienced in the preparation of certified copies.

The proof required by par. B on the first page of Form 527 as to custody and support of the children may be in the following form:

(FORM N)

In *re* Private George Herbert Brown,
Army Serial No. 2463796. C–14762,
Co. A, 192 Infantry.

State of Iowa
County of Cedar } ss:

John R. Wilson and Richard B. Smith, being first duly sworn, severally depose and say that Robert Brown and Margaret Brown, children of George Herbert Brown, deceased, the above named enlisted man, and Matilda Brown, are living, are in the custody of Matilda Brown, their mother, and that she is supporting them.

(Signed) JOHN R. WILSON,
Lowden, Iowa.
(Signed) RICHARD B. SMITH,
Clarence, Iowa.

Subscribed and sworn to before me
this twentieth day of December, 1918,
Warren T. Cannon, Notary Public,
Cedar County, Iowa. (NOTARIAL SEAL.)

The ages of the children should be proved by verified or certified copies of public or church records of birth, but if such records are not available, then they may be proved by the affidavits of two persons. If the affidavits of two persons are necessary, then the allegations as to age may be inserted in the form of affidavit just given, provided the persons making such affidavit are informed as to the ages of the children.

In the case of a step-child, proof of the fact that the child was a member of the household of the deceased may be proved by an affidavit in the style of Form K, par. 612. No form is given for the certified copy of the court order or decree of adoption because the person having custody of such record will be experienced in preparing such certified copy and the form of the certificate will depend upon the form of the record itself.

In the case of an illegitimate child, the paper in which the father acknowledged the paternity of the child should itself be submitted to

the Bureau with Form 527, or a copy should be sent duly certified to be correct by a person authorized to administer oaths. If a court decree or order for the support of the child by its father has been entered, a certified copy of such order or decree should be attached.

Proof of the relationship of the dependent parents required by par. C on the first page of Form 527 may be shown in any one of the following forms in their order of preference:

(1) A certified copy of the public record of birth or of the church record of baptism of the person who was injured or died in the service, or

(2) The affidavit of the physician, midwife, or nurse in attendance at the birth of such person, or

(3) If public or church records are not obtainable, by the affidavits of two persons having personal knowledge of the relationship.

In addition to whichever of the above forms of proof is used there must also be the affidavits of two persons identifying the claimant as one of the parents named in such record.

No form is given for the certified copy of public record of birth or of the church record of baptism mentioned as (1) above because the record itself will determine the form, and the person having custody of the record will be qualified to prepare it. If a copy of the church record of baptism is used, it will be well to have the attached certificate follow Form C in par. 607.

The affidavit of the physician, midwife, or nurse in attendance at the birth, might be in the following form (see warning preceding Form 527 in this par.):

(FORM O)

In *re* Private George Richard Smith,
Army Serial No. 2473129. C–18732,
Co. C, 121 Infantry.

State of Iowa }
County of Marshall } ss:

John H. Williams, being first duly sworn, deposes and says that he is a physician, duly licensed to practise medicine in the state of Iowa, and that on January 2, 1889, he was present at the birth of William Richard Smith, the above named enlisted man, the son of Matilda Smith and George Smith, who at that time resided at Marshalltown, Iowa.

(Signed) JOHN H. WILLIAMS, M.D.
Marshalltown, Iowa.

Subscribed and sworn to before me
this twentieth day of December, 1918,
Harry L. Stevens, Notary Public,
Marshall County, Iowa. (NOTARIAL SEAL.)

If the affidavit of two persons having personal knowledge of the relationship is offered, such affidavit might be in the following form:

(FORM P)

In *re* Corporal William Howard White,
Army Serial No. 2463128. C–17645,
Co. D, 193 Infantry.

State of Iowa
County of Marshall } ss:

William B. Gordon and John H. Matthews, being first duly sworn, severally depose and say that they have known Lucinda White and William Howard White, the above named enlisted man for the ten years last past, and that they are informed and believe and therefore state the fact to be that the said William Howard White is the son of the said Lucinda White.

(Signed) WILLIAM B. GORDON,
Albion, Iowa.
(Signed) JOHN H. MATTHEWS,
117 Elm Street,
Marshalltown, Iowa.

Subscribed and sworn to before me
this twentieth day of December, 1918,
Harry L. Stevens, Notary Public,
Marshall County, Iowa. (NOTARIAL SEAL.)

The affidavit of identification required in par. C on the first page of Form 527 may be in the following form:

(FORM Q)

In *re* Private Robert White Collins,
Army Serial No. 2937564. C–20432,
Co. G, 247 Infantry.

State of Iowa
County of Marshall } ss:

John D. Smith and Richard R. Brown, being first duly sworn, severally depose and say that Sarah H. Collins of Marshalltown, Iowa, whose name appears as the mother of Robert White Collins in the attached public record of birth, is the same Sarah H. Collins who signed the application for compensation directed to the Bureau of War Risk Insurance as the dependent mother of the said Robert Collins.

(Signed) JOHN D. SMITH,
Marshalltown, Iowa.
(Signed) RICHARD R. BROWN,
Marshalltown, Iowa.

Subscribed and sworn to before me
this twentieth day of December, 1918,
Harry L. Stevens, Notary Public,
Marshall County, Iowa. (NOTARIAL SEAL.)

The affidavit of dependency required in par. C on the first page of Form 527 may be in the following form:

(FORM R)

In *re* Private George Robert Smith,
Army Serial No. 1487654. C–19464,
Co E., 243 Infantry.

State of Iowa
County of Marshall } ss:

William B. Porter and George R. Williams, being first duly sworn, severally depose and say that they are fully informed as to the financial status and income of Mary S. Smith, of Marshalltown, Ia., who is the mother of George Robert Smith, deceased; that the total annual income of the said Mary S. Smith from all sources, including contributions from her son, George Robert Smith, the above named enlisted man, does not exceed the amount of $700.50 annually; that no contributions were made to the support of the said Mary S. Smith by any member of her family during the past twelve months, except her son George R. Smith, who up to the time of his enlistment regularly contributed $25 per month to her support; that she is a widow and has been for ten years last past; and that she is in frail health and incapable of pursuing any employment for wages.

Your affiants further depose and say that all of the property owned by the said Mary Smith is as follows: her home in which she lives, located in Marshalltown, Iowa, of the value of $4,500; mortgages and notes owned by her in the sum of $5,000, from which she receives an annual income of $250; two Liberty Loan Bonds of $100 each; that the said Mary S. Smith received a sum of not exceeding $150 per year from the rent of one room in her house; and that there are no incumbrances upon her property.

(Signed) WILLIAM B. PORTER,
117 Main Street,
Marshalltown, Iowa.

(Signed) GEORGE R. WILLIAMS,
273 Oak Street,
Marshalltown, Iowa.

Subscribed and sworn to before me
this twentieth day of December, 1918,
Harry L. Stevens, Notary Public,
Marshall County, Iowa. (NOTARIAL SEAL.)

One of these affidavits, preferably the affidavit as to dependency in the case of a dependent parent, should be placed upon the last page of Form 527. Any other affidavits which cannot be placed upon the last page of Form 527 should be made on separate sheets securely attached to Form 527.

614. Payment of Funeral Expenses, etc., of Deceased Allottee or Beneficiary from Accrued and Unpaid Installments—Supporting Evidence—Form 927

Checks from accrued and unpaid sums of allotment and allowance, compensation or insurance, which have not been cashed at the time of the allottee's or beneficiary's death, do not become assets of the estate of the allottee or beneficiary, but must be returned to the Bureau of War Risk Insurance. The proceeds of such checks and also of allotment and allowance, compensation or insurance which have accrued but have not been paid, will be available for the payment of funeral expenses, expenses of last illness, board, rent, or other household expenses for which decedent was liable. (See par. 95.) The claim for the payment of such expenses must be made by one person, who should execute public voucher, Form 927, which has been filled out as follows to cover a typical case:

(*N. B. It must be borne in mind that what follows is only a sample form and must not be blindly followed so as to cause the incorporation of untrue statements in any paper or document filed with the Bureau. See par. 91.*)

Samples of paid and unpaid bills to accompany this public voucher are as follows (see warning preceding Form 927 in this par.):

(Sample Unpaid Bill)

Uniontown, Pa., June 15, 1918

United States of America
to Richard B. Russell, Dr.

For funeral expenses of the late Mary Elizabeth Douglas as follows:

May 20, 1918, One Casket	$60.00
Hearse	10.00
Total	$70.00

I hereby waive all claim against the unpaid allotment and allowance (or compensation or insurance) due to Mary Elizabeth Douglas at the time of her death and authorize payment to John Howard White whom I hold responsible for payment of the proportionate amount due me from the fund of the deceased allottee (or beneficiary) above named.

RICHARD B. RUSSELL

TREASURY DEPARTMENT
BUREAU OF WAR RISK INSURANCE
Form 927
Form approved by Comptroller of Treasury
Sept. 24, 1918.

PUBLIC VOUCHER

Voucher No. .....

For Reimbursement of Expenses Incurred on Account of Fund of Deceased Beneficiary or Allottee.

Appropriation .....

.....

The United States

To John Howard White *Dr.*

Address 145 Main Street

Uniontown, Pa.

For funeral expenses, expenses of last illness, board, rent, or other household expenses of .....

Mary Elizabeth Douglas late ~~beneficiary or~~ allottee of
(Name of deceased beneficiary or allottee.)

Charles Edgar Douglas, Co. B, 160 Infantry, A.E.F.
(Name of person in military or naval forces.) (Organization.)

~~Claims Compensation~~ Allotment ~~Serial~~ Number 176548 as shown by receipted bills listed below and attached hereto:

(Each charge entered below should be supported by an itemized bill receipted by the person who rendered the service or furnished the supplies for which reimbursement is claimed; or if not paid, a waiver by the creditor of all claim against the fund should appear on the bill to authorize payment to the person claiming reimbursement therefor. Each account should show by whom it was paid or who is held responsible for payment, and should contain the name of the allottee or beneficiary for whom the expense was incurred, or service rendered.)

NAME	NATURE OF EXPENSES.	STATE WHETHER PAID OR UNPAID.	AMOUNT.
Richard B. Russell	Funeral expenses	Unpaid	$ 70.00
Edgar H. Dow, M.D.	Expense of last illness	Unpaid	36.00
Caroline B. Brown	Board	Paid	14.00
John R. Johnson	Rent	Paid	20.00
- - - - - - - - - -	Other household expenses	No claim outstanding	- - -
	TOTAL		$ 130.00

I CERTIFY that I have borne the expenses listed above, that the same constitute a complete list of all the funeral expenses, expenses of last illness, board, rent, or other household expenses of the above-named beneficiary or allottee; that they are just and reasonable; that payment has not been received and I am entitled to reimbursement therefor in the amount accrued and unpaid to the above-named beneficiary or allottee under the War Risk Insurance Act.

John Howard White
(Signature of Claimant.)

(NOT TO BE FILLED IN BY CLAIMANT.)

I CERTIFY that the claim set forth above has been examined, and is in accordance with the provisions of the War Risk Insurance Act.

The sum of ..... dollars

($.....) is hereby awarded.

DIRECTOR, BUREAU OF WAR RISK INSURANCE,
COMMISSIONER OF MILITARY AND NAVAL INSURANCE,

....., 191 By .....

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Examined and posted by ....., Bookkeeping Section

(Sample Paid Bill)

Uniontown, Pa., June 15, 1918

United States of America,
to Caroline B. Brown, Dr.

To Board furnished to Mary Elizabeth Douglas from May 1 to May 14, 1918, $14.00
Received payment from John Howard White on June 10, 1918.

CAROLINE B. BROWN

Form 927 is used for all cases whether of accrued compensation or insurance or allotment and allowance. If used for a case of allotment and allowance, the words 'beneficiary or', preceding the word 'allottee', about one-third of the way down the page of Form 927, should be stricken out, and the words 'Claims—Compensation', two lines below, should be stricken out. If filled out to cover a case of insurance, the words 'or allottee', succeeding the word 'beneficiary', one-third of the way down the page of the voucher, will be stricken out, and the words 'Compensation—Allotment', two lines below, will be stricken out. If used to cover a case of compensation, the words 'or allottee', one-third the way down the page, will be stricken out, and also the words 'Claims' and 'Allotment', two lines below. The number to be filled in will in allotment cases be the allotment number; in insurance cases, the insurance certificate number; and in compensation, the compensation claim number, prefixed by 'C'. For further information, see par. 95.

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List of Handbook Changes

IMPORTANT

To all who use the Handbook A.R.C. 207:

Check your Handbook with this list and see that it is complete. If not complete, obtain the necessary revision pages from the person whose duty it is to supply you with them.

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13	55	Feb. 25, 1919	Obtaining Discharges from the Army.
14	55A	Feb. 25, 1919	Discharges and Furloughs for Men Overseas.
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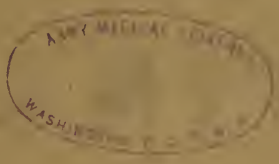
Department of Civilian Relief
Washington, D. C.

Handbook of Information and Instructions for Home Service Sections



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